

**ITEM:** Redtail Ridge Comprehensive Plan and General Development Plan (GDP) Amendments: ZON-00224-2019

**REQUESTS:**

- 1) Comprehensive Plan Amendment to change the Phillips 66 Special Use District designation from Rural to Suburban, change the land use mix policies to include multi-family residential, healthcare and lodging and increase allowances for the floor area ratio and building height policies
- 2) ConocoPhillips Campus General Development Plan, 1<sup>st</sup> Amendment (Redtail Ridge Master Plan) to allow a mixed commercial and residential development with up to 5,886,000 gross square feet of building area and 2,236 multi-family residential units

**Supplement No. 1: Commissioner Questions**

Staff received the following questions from Commissioner Diehl (*italics*). Staff response is noted below each question.

*1) Did the applicants sign an indemnification (for virtual meeting)? Can you share this, if so?*

Yes, see Attachment No. 14 of the staff memo included in the packet.

*2) Can you confirm that other than what's in the current Louisville Comp Plan, there is no Small Area Plan for Phillips 66 or similar planning documentation for that site? (I dont believe so, but wanted to confirm).*

No, the Phillips 66 property does not have a Small Area Plan or other adopted policy document other than the comprehensive plan.

*3) Can you send the current governing doc (or link) for ConocoPhillips Campus GDP?*

See Attachment Nos. 1 and 2 below for the approved ConocoPhillips Campus General Development Plan and associated Planned Community Zone District Agreement.

*4) Are you aware of Boulder County not being in support of the proposal (per an email blast by Matt Jones, County Commissioner today)? If so, what form/format does this take?*

Yes, staff received a referral comment letter from Boulder County, which is Attachment No. 12 to the staff memo included in the packet.

*5) Does the Northwest Parkway Intergovernmental Agreement need to be taken into consideration by the Planning Commission? If so, do you have this document?*

Page five of the staff report included in the packet references a development restriction on the subject property that is outlined in Exhibit A, Section 4.17 of the Intergovernmental Agreement, Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan. This agreement is referred to as the Northwest Parkway Agreement. The agreement was provided as attachment No. 3 to the staff report included with the packet.

For further reference, the original agreement along with each amendment to the agreement is provided below as Attachment Nos. 3a-f.

**ATTACHMENTS:**

1. ConocoPhillips Campss General Development Plan
2. Community Zone District Agreement, ConocoPhillips Campss General Development Plan
3. Northwest Parkway Agreement and Amendments
  - a. Intergovernmental Agreement, Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan (1999)
  - b. Intergovernmental Agreement Amending the Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (2001)
  - c. Hoyle Property Amendment to Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (2007)
  - d. North Metro Fire Rescue District Amendment to Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (2009)
  - e. Campus Drive Amendment to Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (2010)
  - f. Campus Drive Amendment to Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and US 287 Area Comprehensive Development Plan Intergovernmental Agreement (2016)



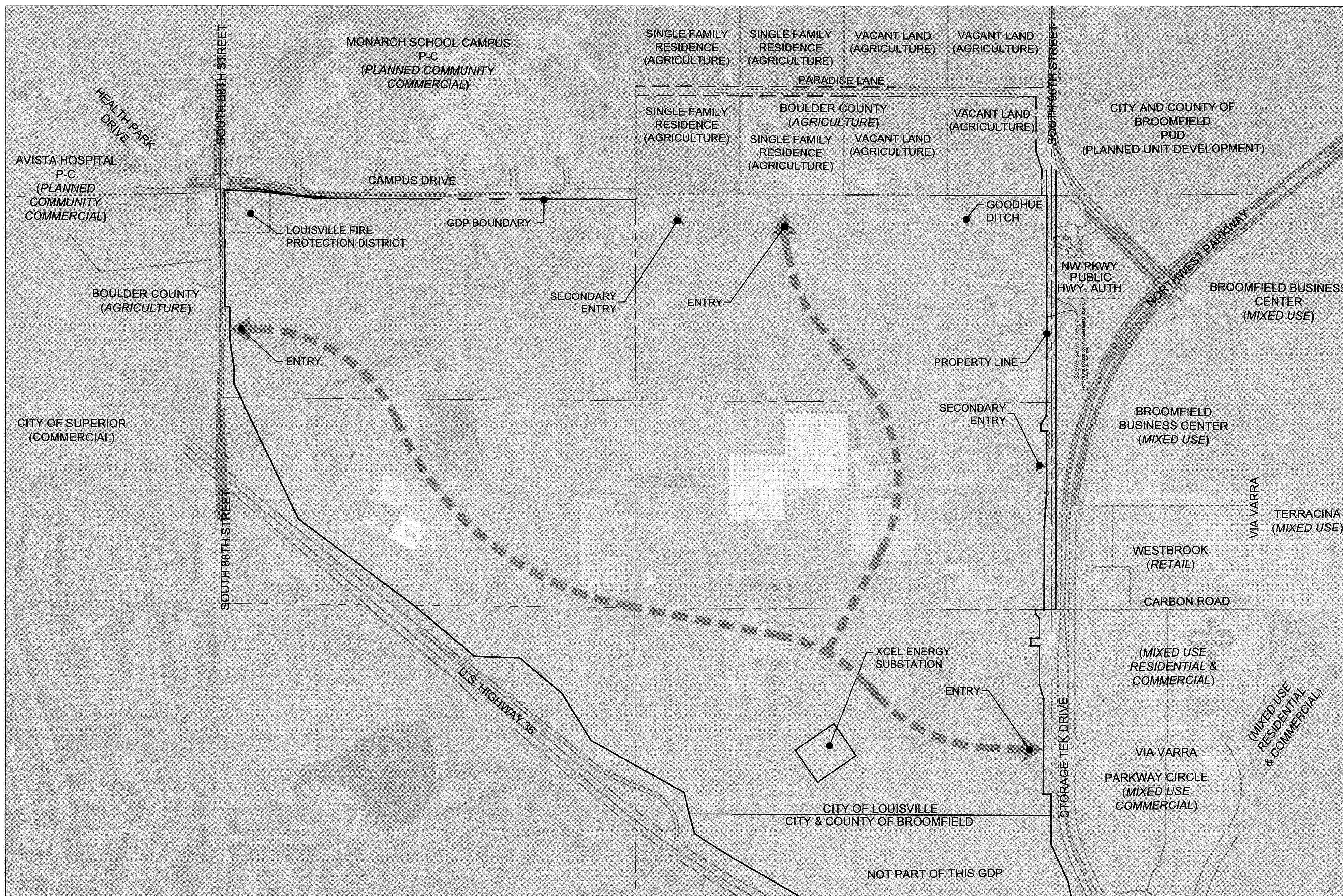
# CONOCOPHILLIPS CAMPUS

## GENERAL DEVELOPMENT PLAN

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF OF SECTION 29,

TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

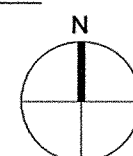
SHEET 1 OF 1



### GENERAL DEVELOPMENT PLAN

400 200 0 400 800

SCALE: 1" = 400'



### CERTIFICATIONS/SIGNATURE BLOCKS

#### CITY COUNCIL CERTIFICATION:

APPROVED THIS 6 DAY OF APRIL, 2010 BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

ORDINANCE NO. 569, SERIES 2010.

MAYOR SIGNATURE

CITY CLERK SIGNATURE



#### PLANNING COMMISSION CERTIFICATION:

APPROVED THIS 25 DAY OF FEBRUARY, 2010, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. 3, SERIES 2010.

#### CLERK AND RECORDER CERTIFICATE - COUNTY OF BOULDER, STATE OF COLORADO:

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 8:25 O'CLOCK, A. M., THIS 30 DAY OF JULY, 2010, AND IS RECORDED IN

PLAN FILE                     , FEE 11.00, PAID                     , FILM NO.                     , RECEPTION 3000719

Hilary Hall  
CLERK AND RECORDER

Nelson Alvarez  
DEPUTY

#### LOUISVILLE FIRE PROTECTION DISTRICT SIGNATURE BLOCK:

WITNESS OUR HANDS AND SEALS THIS 20th DAY OF May, 2010.

[Signature]  
OWNER - LOUISVILLE FIRE PROTECTION DISTRICT REPRESENTATIVE

[Signature]  
NOTARY

MY COMMISSION EXPIRES May 7, 2013

#### OWNERSHIP SIGNATURE BLOCK:

BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH IN THIS GDP. WITNESS OUR HANDS AND SEALS

THIS 10th DAY OF May, 2010.

[Signature]  
OWNER  
CONOCOPHILLIPS COMPANY  
A DELAWARE CORPORATION

BY: SIGNATURE

[Signature]  
NOTARY NAME AND SIGNATURE

MY COMMISSION EXPIRES 1-31-11

### GENERAL NOTES:

1. DEVELOPMENT SHALL CONFORM AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE AND THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES UNLESS OTHERWISE WAIVED OR MODIFIED BY THE CITY COUNCIL THROUGH THE PUD DEVELOPMENT PLAN PROCESS.
2. THE CAMPUS SECURITY BOUNDARY WILL NOT EXTEND OUTSIDE OF THE SITE BOUNDARY.
3. TRAFFIC CIRCULATION PATTERNS DEPICTED WITHIN AND ACROSS LOT A REPRESENT INTERNAL PRIVATE DRIVES AND ARE CONCEPTUAL ONLY AND SUBJECT TO MODIFICATION.
4. EXISTING FREE STANDING CMRS FACILITIES WITHIN LOT A SHALL CONSTITUTE A PERMISSIBLE NON-CONFORMING USE.
5. PUBLIC LAND DEDICATION OF AT LEAST 12% WILL COMPLY WITH SECTION 16.16.060.B OF THE LOUISVILLE MUNICIPAL CODE.

### SITE INFORMATION

GROSS DEVELOPABLE AREA (PUD BOUNDARY):	391.719 ACRES (MAXIMUM 0.15 F.A.R.) FOR LEGAL DESCRIPTION SEE EXHIBIT A OF ORDINANCE NO. 199 SERIES 2010
ZONING:	PLANNED COMMUNITY ZONED DISTRICT (PCZD) - COMMERCIAL WITH PUD-C OVERLAY
PLANNED ACCESS:	NORTHWEST PARKWAY, CAMPUS DRIVE, SOUTH 88TH STREET

### PERMITTED USES

PERMITTED USE	COMMENTS / REMARKS	PARKING REQUIREMENTS
PROFESSIONAL, BUSINESS AND ADMINISTRATIVE OFFICES	-	4 / 1,000 S.F.
EDUCATIONAL AND TRAINING FACILITIES	MEETING ROOMS AND SOCIAL SPACE FOR EMPLOYEES AND VISITORS	0.5/1000 S.F.
PRIVATE SHORT TERM LODGING FOR CONOCOPHILLIPS EMPLOYEES AND GUESTS	OVERNIGHT ACCOMMODATIONS FOR EMPLOYEES/VISITORS	0.5 / ROOM
PEDESTRIAN PLAZAS AND PEDESTRIAN WAYS	-	-
PRIVATE, NONCOMMERCIAL, RECREATIONAL AND SOCIAL FACILITIES	-	1 / 1,000 S.F.
PARKING LOTS AND PARKING BUILDINGS	SURFACE AND STRUCTURED PARKING	-
CAMPUS ORIENTED CHILDCARE CENTER	PRIVATE CHILDCARE FOR EMPLOYEES	1.5 SPACES PER TEACHER PLUS ONE SPACE PER ADMINISTRATIVE EMPLOYEE
RESEARCH/OFFICE AND CORPORATE USES AND FACILITIES FOR THE RESEARCH, DEVELOPMENT, MANUFACTURING, FABRICATION, PROCESSING, OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS	-	1.25 / 1,000 S.F.
BUILDING MOUNTED CMRS FACILITIES	-	-
CAMPUS ORIENTED FOOD SERVICE	RESTAURANTS, CAFETERIAS, OR CAFES FOR USE BY EMPLOYEES/VISITORS INTEGRATED THROUGHOUT THE CAMPUS	-
COMMERCIAL USES, INCLUDING BUT NOT LIMITED TO BUILDING CONTRACTORS' EQUIPMENT YARDS, TRANSPORTATION CENTERS AND SERVICES, WAREHOUSES, AND STORAGE FACILITIES	STORAGE OF MATERIALS IN SUPPORT OF THE CAMPUS RESEARCH AND DEVELOPMENT FACILITY, HELIPAD (SPECIAL REVIEW USE)	1 / 1,000 S.F.
PRIVATE UTILITY USES	TO ALLOW THE EXISTING SANITARY LIFT STATION, POTENTIAL SUBSURFACE GEO EXCHANGE FIELD, SOLAR PANELS, BUILDING MOUNTED WIND POWERED ELECTRICAL GENERATION FACILITIES, AND CENTRAL MECHANICAL, ELECTRICAL, AND PLUMBING FACILITY	-
OTHER USES AS ESTABLISHED BY THE CITY COUNCIL AS FOUND TO BE SPECIFICALLY COMPATIBLE FOR COMMERCIAL AND OFFICE PLANNING AREAS	-	-

### YARD AND BULK REQUIREMENTS

1. MAXIMUM BUILDING HEIGHTS PROPOSED ON THE PUD DEVELOPMENT PLAN EXCEED LIMITATIONS SET FORTH IN THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDSG). BUILDING HEIGHTS ARE EXPECTED TO RANGE FROM 35' IN SOME AREAS, TO 65' OR 95' IN OTHER AREAS. PROPOSED MAXIMUM BUILDING HEIGHTS IN EXCESS OF CDDSG REQUIREMENTS REQUIRE CITY COUNCIL APPROVAL EITHER BY SEPARATE VESTING AGREEMENT OR THROUGH THE PUD DEVELOPMENT PLAN REVIEW PROCESS, AND ARE NOT APPROVED BY THIS GDP.

MINIMUM BUILDING SETBACKS  
(FOR BUILDING FOOTPRINTS LESS THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE:  
ARTERIAL STREET 30 FT.  
COLLECTOR STREET 20 FT.  
INTERNAL/PRIVATE DRIVE 10 FT.

(FOR BUILDING FOOTPRINTS GREATER THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE:  
ARTERIAL STREET 50 FT.  
COLLECTOR STREET 40 FT.  
INTERNAL/PRIVATE DRIVE 10 FT.

MINIMUM PARKING SETBACKS  
(FROM ALL PERIMETER PROPERTY LINES OR RIGHTS-OF-WAYS)

PROPERTY LINES ADJACENT TO U.S. 36 40 FT.  
ARTERIAL STREET R.O.W. 25 FT.  
COLLECTOR STREET R.O.W. 15 FT.  
INTERNAL/COMMON PROPERTY BOUNDARY 10 FT.



2190 E 17TH AVENUE  
DENVER, CO 80206 USA  
t +1 303 832 1712  
f +1 303 832 1713

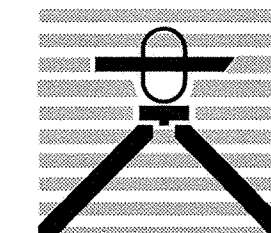
PLANNER / LANDSCAPE ARCHITECT



CONSULTANTS OF COLORADO, INC.  
CIVIL ENGINEERING LAND SURVEYING

7901 E. Bellevue Avenue  
Suite 150  
Englewood, CO 80111  
Tel: (720) 482-9526  
Fax: (720) 482-9546

CIVIL ENGINEER



Drexel, Bartell & Co.  
Engineers/Surveyors

1800 33rd Street  
Boulder, CO 80301  
Tel: (303) 442-4338  
Fax: (303) 442-4373

SURVEYOR

ISSUE / REVISION	DATE
GDP SUBMITTAL	11/12/2009
RESUBMITTAL	2/01/2010
RESUBMITTAL	3/06/2010
RESUBMITTAL	3/26/2010
MYLAR RECORDING	4/26/2010

CONOCOPHILLIPS CAMPUS  
2270 SO. 88TH STREET  
LOUISVILLE, CO

### GENERAL DEVELOPMENT PLAN

DRAWN	TEAM
CHK	TEAM
PL#	09.01/01.00

SHEET NUMBER:

1 OF 1





**PLANNED COMMUNITY ZONE DISTRICT ZONING AGREEMENT**  
**ConocoPhillips Colorado Campus General Development Plan**

THIS PLANNED COMMUNITY ZONE DISTRICT ZONING AGREEMENT ("Agreement") is made and entered into this 20<sup>th</sup> day of April, 2010, by and between the CONOCOPHILLIPS COMPANY, a Delaware corporation authorized to do business in the State of Colorado, hereinafter referred to as "Owner," and the CITY OF LOUISVILLE, a Colorado home rule municipal corporation, hereinafter referred to as "Louisville" or "City." The Owner and Louisville are collectively referred to as the "Parties."

**WITNESSETH:**

WHEREAS, the Owner desires to enter into a Planned Community Zone District ("PCZD") zoning agreement for that land more particularly described on Exhibit "A," which is attached hereto, incorporated herein, and made a part hereof by this reference (such property is hereinafter referred to as "the Property"); and

WHEREAS, the Owner and the City acknowledge that PCZD zoning provides a mechanism by which the Owner may assemble the Property into the framework of an overall General Development Plan, in order to coordinate development, design, access, circulation, and infrastructure requirements into a unified plan; and

WHEREAS, the Owner acknowledges that the Property and the use and development of the Property will be subject to all ordinances, resolutions, and other regulations of the City of Louisville, as they may be amended from time to time; and

WHEREAS, the Owner acknowledges that the need for conveyances and dedication of certain property, including but not limited to property for right-of-ways and easements, and for public use lands, as contemplated in this Agreement, are directly related to and generated by development intended to occur within the Property and that no taking thereby will occur requiring any compensation; and

WHEREAS, the PCZD regulations of the City require such a zone district be accompanied by an agreement, and the development regulations of the City require that public improvement obligations be guaranteed in a form acceptable to the City; and

WHEREAS, this Agreement is intended to set forth mutual understandings of the Parties regarding certain matters related to the zoning and development of the Property;

NOW, THEREFORE, in consideration of the above premises and the covenants as hereinafter set forth, it is agreed by and between the Parties as follows:

**1.0 GENERAL CONDITIONS.**

**1.1 Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made a part of this Agreement.



1.2 Purpose. The purpose of this Agreement is to set forth the Parties' mutual agreement and understanding concerning certain matters related to the zoning and development of the Property within the **Planned Community Zone District – Commercial ("PCZD-C")** zone district, and to set forth the Parties' agreement concerning certain matters related to the use and development of the Property, including subdivision of the Property; the requirement for submission of development and public improvement phasing and construction plans; the requirement for dedication of open space/public use lands; permissible uses of the Property; and other matters. All terms and conditions herein are in addition to all requirements concerning zoning, subdivision and development contained in the Louisville Municipal Code ("LMC"). This Agreement shall not preclude the requirement for execution of a subdivision or development agreement at the time of any subdivision or development of the Property, or other future agreements between the Parties.

1.3 PCZD-C General Development Plan. A copy of the approved **ConocoPhillips Campus General Development Plan** is set forth as Exhibit "B" attached hereto and is incorporated herein and made a part hereof by this reference. Such **ConocoPhillips Campus General Development Plan**, together with any amendments thereto as may be adopted, is hereafter referred to as the "General Development Plan." The General Development Plan shall be binding upon the Owner and shall limit and control the issuance and validity of all building and occupancy permits for the Property. The General Development Plan shall further serve to restrict and limit the construction, location, use and operation of all land and structures included within Property to all conditions and limitations set forth in the General Development Plan. Further, all development within the General Development Plan shall occur in accordance with the provisions of titles 16 and 17 of the LMC, and as a Planned Unit Development – Commercial ("PUD-C") overlay district as further described in Section 3.1, below.

1.4 Responsibility to Subdivide. The Owner agrees that, except as otherwise expressly provided in this Agreement, prior to any division of the Property for the purposes of any sale or development, and prior to commencement of any development activities (excepting only overlot grading) or construction of any structure upon any portion of the Property, the Owner shall obtain City approval of a final subdivision plat for the Property. Such subdivision request shall be processed through the City's preliminary and final subdivision process. The Owner further agrees that no portion of the Property shall be divided for the purposes of any sale or building development, and that no permits, licenses or notices to proceed for any development activities (excepting only overlot grading) or construction of any structure upon any portion of the Property shall be issued until an approved final plat and the accompanying subdivision agreement for the affected portion of the Property have been recorded in the Office of the Boulder County Clerk and Recorder. Notwithstanding the foregoing, it is expressly understood and agreed by the Parties that the Owner shall not be required to plat the Property, nor any portion thereof, prior to commencing work on existing private utilities or irrigation facilities owned by third parties; nor shall the foregoing or anything contained in this Agreement preclude phased platting and development of the Property in accordance with a City approved phasing plan.

1.5 Subdivision Agreement. Prior to the presentation and acceptance of a final subdivision plat by the City Council, the Owner shall execute a subdivision agreement with the



City that guarantees the construction of all required public improvements and completion of all landscaping improvements upon public lands set forth on the approved final PUD development plan landscape plans. The subdivision agreement may provide for phasing of public improvements; however, any phasing plan shall be acceptable to and approved by the City Council. Further, building permits, as well as approvals or notices to proceed for public improvements as set forth herein above, will be issued for only that phase of development of the Property for which the required financial guarantee has been provided. The required guarantee shall be a cash escrow or an irrevocable letter of credit in form and substance acceptable to the City. The subdivision agreement shall detail the amount, duration and terms of release of such guarantee.

**1.6 Public Improvements.** The Owner agrees to design, improve, construct, install and provide signage, lighting, and signalization for, all public streets and other public ways within or adjacent to the Property in accordance with City ordinances, resolutions and other applicable standards, subject to any reimbursement which may be provided for in such ordinances, resolutions, and standards. The Owner further agrees to design, improve, construct, install and provide such other utility, landscaping, parks, open space, trails and other improvements as set forth on the final subdivision plats and development plans for the Property, and to make such other improvements as required by City ordinances, resolutions and standards. The Owner shall guarantee construction of all required public improvements and, if requested by the City, shall dedicate to the City any or all such required public improvements. In addition to those improvements which may be described in Exhibit "B" of the required subdivision agreement, the Owner shall also be responsible for coordination of and payment for installation of all required on-site and off-site electric, streetlights, natural gas, telephone and utilities. All utilities shall be placed underground to the extent required by the LMC or applicable City standards.

**1.7 Development Phasing.** Development of the Property shall proceed in accordance with a detailed, City-approved phasing plan as established in an executed and recorded subdivision agreement. Any phasing plan shall be acceptable to and approved by the City. The phasing plan shall establish acceptable completion schedules (including deadlines within which specified public improvements serving the Property must be completed and receive construction acceptance by the City) in order for the Owner to receive building permits, certificates of occupancy or other approvals or notices to proceed in order to build, develop or occupy portions of the development. The completion of each phase of development of the Property, including completion of public and private improvements, shall occur in accordance with the completion schedules and deadlines set forth in the approved phasing plan, or City approved modifications thereof. All modifications shall be in writing and signed by the City Manager or the City Manager's designee. The Owner specifically agrees that a detailed phasing plan shall be submitted to and receive City approval prior to commencement of any development activities (excepting only overlot grading and work on existing private utilities or irrigation facilities owned by third parties) or construction of any structure upon any portion of the Property. Without limiting the foregoing, the Owner agrees that the full width of Campus Drive from 88<sup>th</sup> Street to 96<sup>th</sup> Street, including, without limitation, all roadway improvements and associated landscaping, medians, bikeways, signage and other improvements, shall be completed and receive construction acceptance as part of the first phase of improvements and by the deadline(s)



established in the subdivision agreement which shall accompany the first final subdivision plat for the Property.

**1.8 Plan Submission and Approval.** Prior to development and in accordance with subdivision requirements of the LMC, the Owner shall furnish to the City complete plans for each phase of public improvements. Except as otherwise expressly provided in this Agreement, the Owner shall obtain approval of each phase prior to commencing any construction work thereon. No work shall commence on any phase of improvements until the City has approved the plans therefor, the City and the Owner have executed the subdivision agreement governing such improvements, and the Owner has posted the required improvement guarantee for all public improvements in such phase of improvements. The improvement guarantee shall include, without limitation, street construction, public trail construction, improvements to public use lands, including all landscaping improvements upon public lands set forth on the approved final PUD development plan landscape plans, streetlights, public water, sewer, storm sewer, erosion control and drainage improvements. Building permits and other approvals or notices to proceed shall be issued for only that phase of the development for which said guarantee has been furnished.

**1.9 Engineering Services.** The Owner agrees to furnish, at its expense, all necessary engineering services relating to the design, development and construction of the Property and public improvements to serve the Property. Said engineering services shall be performed by or under the supervision of a Registered Professional Engineer or Registered Land Surveyor, or other professionals as appropriate, licensed by the State of Colorado, and in accordance with applicable Colorado law; and shall conform to the standards and criteria for public improvements as established and approved by the City as of the date of submittal to the City.

**1.10 Existing Utility Capacity.** The City shall provide Owner credit for the sewer and water capacity previously purchased by Storage Technology Corporation for the Property, the amount of which credit shall be mutually determined by the City and Owner and set forth in the initial subdivision agreement for the Property. The credit shall be appurtenant to and used solely for development on the Property.

**1.11** It is recognized by the Parties that the City may, in the future, vacate all or a portion of the 96th Street right-of-way adjacent to the Property, and that such land, by operation of law, may revert to the Owner. In the event of such a vacation, Owner may seek to include vacated right-of-way within this Agreement by amendment to Exhibit A and within the General Development Plan pursuant to the procedures within Section 17.72.060 of the LMC.

## **2.0 PUBLIC USE DEDICATION.**

**2.1 Public Use Dedication.** The Owner shall, at or prior to the recording of the first final subdivision plat for the Property, comply with the public use dedication requirements within Section 16.16.060.B. of the LMC, in order to provide for parks, open space, trails or other public use lands with respect to 309 acres of the Property, which equals the entirety of Property less and except 81 acres which the City previously released from such public use dedication requirements pursuant to an annexation agreement with Owner's predecessors in title to the Property. It is



intended that all or some portion of the required public use dedication will be to establish and enhance trail connectivity in or through the City. Therefore, if the City so requires, the Owner shall at or prior to recording of the first final subdivision plat convey to the City, by easement or fee title absolute, as the City shall determine, public land, right-of-way or a combination thereof necessary for the entirety of the public trail system as established on such plat.

Conveyance of public use land shall be by Special Warranty Deed in form and substance satisfactory to the City Manager or the City Manager's designee. The Owner shall, at Owner's expense, furnish a commitment for title insurance on any property proposed to be dedicated to the City. The property shall be free and clear of liens, taxes and encumbrances, except for ad valorem real property taxes for the year of conveyance (which shall be prorated and paid by the Owner) and thereafter, but subject to all easements, rights-of-way, reservations, restrictions, or other title burdens of record which are acceptable to the City in its discretion. The Owner shall, at its expense, cause a title policy in conformance herewith to be delivered to the City at the time of the conveyance. Nothing herein is intended to or shall be construed to affect the discretion of the Louisville Planning Commission or City Council to evaluate and approve or reject any proposed public use dedication under the criteria set forth in the LMC; to require cash payment in lieu of dedication; to require open space pursuant to Section 17.28.080 of the LMC, or to modify requirements pursuant to the provisions of Sections 16.24.020 and 17.28.110 of the LMC. The Owner acknowledges that dedications required pursuant to Section 16.16.060.B are in addition to those required by Section 16.16.060.A of the LMC.

### **3.0 DEVELOPMENT STANDARDS AND USES.**

3.1 Development Standards. All of the Property shall be developed as a PUD-C overlay district. The PUD-C overlay requires that a preliminary Planned Unit Development ("PUD") development plan and one or more final PUD development plan(s) be submitted for development within the Property, and that such development occur in accordance with the Commercial Development Design Standards and Guidelines ("CDDSG") and PUD-C standards and criteria in the LMC, subject to such waivers or modifications of applicable requirements as are approved through the PUD development plan approval process.

3.2 Development Density. The maximum density for the Property shall be as set forth in the General Development Plan. It is acknowledged that application of City development standards and criteria may serve to limit or prevent development of density upon the Property.

3.3 Permitted Uses. Uses of the Property are limited to those uses specifically set forth on the General Development Plan, and to such other uses as established by the City Council as found to be specifically compatible for commercial and office planning areas. No permitted uses may be commenced unless the City has approved a preliminary and final PUD development plan for such use pursuant to the PUD procedures, standards and criteria set forth in the LMC, as in effect from time to time. It is acknowledged that application of the foregoing standards and criteria may serve to limit or prevent development of particular uses and/or density upon the Property. Uses not expressly listed on the General Development Plan, or otherwise established by the City Council in the LMC as found to be specifically compatible for commercial and office planning areas are prohibited, and the City shall have the right to pursue an action for injunctive

relief to require cessation of any prohibited use or to require the Owner's compliance with provisions of the General Development Plan.

**3.4 Traffic Demand Management Plan.** The Owner agrees that the first final subdivision plat and final PUD development plan for the Property shall be accompanied by a comprehensive traffic demand management ("TDM") plan. The TDM plan shall cover the entire Property and all anticipated phases of development of the Property. The TDM plan shall detail the improvements, programs and strategies the Owner intends to implement in its development and use of the Property to reduce vehicle trips, manage transportation demands, and encourage the use of alternative modes of transportation. The Owner agrees to give consideration to comments on the TDM plan that are received from the City and other real parties in interest. The Owner further agrees to adopt a TDM plan prior to initial occupancy of the Property, to update the TDM plan from time to time, and to use commercially reasonable efforts to implement the TDM plan. The requirement herein for the Owner to adopt a TDM plan is in addition to compliance with applicable procedures, standards and criteria set forth in the LMC.

#### **4.0 MISCELLANEOUS PROVISIONS.**

**4.1 Reference to Amendment.** As used in this Agreement, unless otherwise specifically provided herein or in any separate vesting agreement, any reference to any provision of any City ordinance, resolution, rule, regulation, standard or policy is intended to refer to any subsequent amendments or revisions thereto, and the Parties agree such amendments or revisions shall be binding upon the Owner.

**4.2 Binding Agreement.** As used in this Agreement, the term "Owner" includes the undersigned Owner and any of the transferees, successors, or assigns of the undersigned Owner, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original Parties thereto. This Agreement shall be binding upon and inure to the benefit of the transferees, successors, and assigns hereof, and shall constitute covenants running with the land. This Agreement shall be recorded with the County Clerk of Boulder County, Colorado, at the Owner's expense.

**4.3 Remedies and Vested Rights.** The Parties agree that they shall work cooperatively and use reasonable best efforts to resolve any dispute arising under or relating to this Agreement prior to pursuing any available legal or equitable remedies for the alleged breach of any provision hereof. The Owner acknowledges that certain actions, such as the review of subdivision plats and site-specific development plans are matters of quasi-judicial discretion, and no promises or assurances of favorable exercise of such discretion have been made to or relied upon by the Owner. The Owner further acknowledges that this Agreement does not constitute a vested rights agreement pursuant to C.R.S. 24-68-101 et seq. or Chapter 17.54 of the LMC.

**4.4 Conformity with Laws.** The Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that the Owner shall comply with, all City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.



4.5 No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

4.6 Amendment. This Agreement may be amended by the City and any Owner of the Property or any portion thereof without the consent of any other Owner as long as such amendment affects only that portion of the Property owned by such Owner at the time of such amendment. Such amendments shall be in writing and recorded with the County Clerk of Boulder County.

4.7 Construction. In the event of any direct and express conflict between any provision of this Agreement and any provision of an annexation agreement affecting any portion of the property, this Agreement shall control. This Agreement is not intended to nor shall it be deemed to confer any rights on third parties. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Boulder County, Colorado or the federal district courts for Colorado. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

**OWNER:**

**ConocoPhillips Company, a Delaware corporation**

By: Mark R. Headley  
Name: Mark R. Headley  
Title: Attorney-in-Fact

**ACKNOWLEDGEMENT**

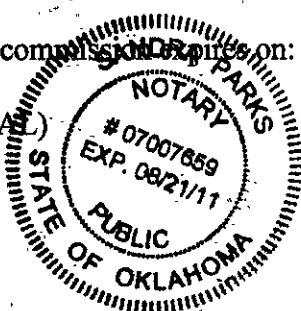
STATE OF Oklahoma )  
 )ss  
COUNTY OF Washington )

The above and foregoing signature of Mark R. Headley, as Attorney-in-Fact of ConocoPhillips Company, a Delaware corporation, was subscribed and sworn to before me this 15 day of April, 2010.

Witness my hand and official seal.

My commission expires on: 8/21/11

(SEAL)

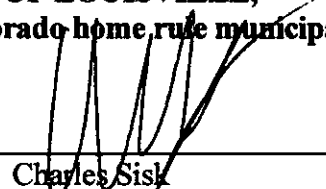


Andrea Parks



  
\_\_\_\_\_  
Nancy Varra  
City Clerk

**CITY OF LOUISVILLE,  
a Colorado home rule municipal corporation**

By:   
\_\_\_\_\_  
Charles Sisk  
Mayor



**Exhibit "A"**  
**Legal Description of ConocoPhillips Colorado Campus Property**

A TRACT OF LAND LOCATED IN THE S1/2 OF SECTION 20 AND IN THE N1/2 OF THE N1/2 OF SECTION 29, T1S, R69W OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE EAST LINE OF THE SE1/4 OF SECTION 20 ASSUMED TO BEAR N00°02'11"W.

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 20, THENCE N89°48'41"W, 30.00 FEET ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 20 TO THE WEST LINE OF THE EAST 30 FEET OF THE SE1/4 OF SAID SECTION 20 AND THE TRUE POINT OF BEGINNING;

THENCE S00°02'11"E, 1412.21 FEET PARALLEL WITH THE EAST LINE OF THE SE1/4 OF SAID SECTION 20 TO THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2386686 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE NORTHWESTERLY, WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 2386686 THE FOLLOWING THREE (3) COURSES:

- 1) S33°27'49"W, 60.64 FEET;
- 2) S01°40'51"W, 45.12 FEET;
- 3) S88°19'09"E, 34.84 FEET TO THE WEST LINE OF THE EAST 30 FEET OF THE SE1/4 OF SAID SECTION 20;

THENCE S00°02'11"E, 404.21 FEET PARALLEL WITH THE EAST LINE OF THE SE1/4 OF SAID SECTION 20 TO THE MOST NORTHERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED AS PARCEL TK-71 IN DEED RECORDED AT RECEPTION NO. 2309730 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE WESTERLY LINES OF PARCEL TK-71 AND PARCEL TK-71-1 AS DESCRIBED AT SAID RECEPTION NO. 2309730 THE FOLLOWING THREE (3) COURSES:

- 1) SOUTHERLY, 86.27 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 2441.83 FEET, A CENTRAL ANGLE OF 02°01'28" AND BEING SUBTENDED BY A CHORD THAT BEARS S04°26'51"W, 86.27 FEET;

- 2) S03°26'07"W, 124.37 FEET;

- 3) S00°02'11"E, 529.70 FEET TO THE SOUTH LINE OF SAID SECTION 20 AND THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN EXHIBIT D IN DEED RECORDED ON FILM 2088 AT RECEPTION NO. 1560711 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF THAT TRACT OF LAND AS DESCRIBED IN EXHIBIT D ON SAID FILM 2088 AT RECEPTION NO. 1560711 THE FOLLOWING FOUR (4) COURSES:

- 1) N89°43'22"W, 55.72 FEET;
- 2) S00°00'51"W, 30.00 FEET;
- 3) S44°51'10"E, 35.44 FEET;
- 4) S00°00'51"W, 127.21 FEET TO THE NORTH LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED ON FILM 1229 AT RECEPTION NO. 520800 OF THE

RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE NORTHERLY, WESTERLY AND SOUTHERLY LINES OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 1229 AT RECEPTION NO. 520800 THE FOLLOWING THREE (3) COURSES:

1) N89°59'09"W, 55.00 FEET;

2) S00°00'51"W, 50.00 FEET;

3) S89°59'09"E, 55.00 FEET TO THE WEST LINE OF THAT TRACT OF LAND AS DESCRIBED IN EXHIBIT C ON SAID FILM 2088 AT RECEPTION NO. 1560711;

THENCE ALONG THE WESTERLY LINES OF THAT TRACT OF LAND AS DESCRIBED IN EXHIBIT C ON SAID FILM 2088 AT RECEPTION NO. 1560711 THE FOLLOWING TWO (2) COURSES:

1) S00°00'51"W, 247.79 FEET;

2) S16°40'10"E, 93.73 FEET TO THE WESTERLY LINE OF PARCEL TK-75 AS DESCRIBED AT SAID RECEPTION NO 2309730;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF PARCEL TK-75 AS DESCRIBED AT SAID RECEPTION NO. 2309730 THE FOLLOWING TWO (2) COURSES:

1) S00°00'51"W, 611.16 FEET

2) S89°48'29"E, 48.09 FEET TO THE EAST LINE OF THE NE1/4 OF SAID SECTION 29;

THENCE S00°00'51"W, 136.13 FEET ALONG THE EAST LINE OF THE NE1/4 OF SAID SECTION 29 TO THE SOUTHEAST CORNER OF PARCEL 5 AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 2906901 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE N89°43'22"W, 2308.90 FEET PARALLEL WITH THE NORTH LINE OF THE NE1/4 OF SAID SECTION 29 TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S.

HIGHWAY NO. 36 AS DESCRIBED AS PARCEL E IN DEED RECORDED AT RECEPTION NO. 2013403 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 36 AS DESCRIBED AS PARCELS E, B AND C AT SAID RECEPTION NO. 2013403 AND IN DEEDS RECORDED IN BOOK 878 AT PAGE 507 AND BOOK 880 AT PAGE 98 OF THE RECORDS OF BOULDER COUNTY, COLORADO, THE FOLLOWING EIGHT (8) COURSES:

1) N14°10'39"W, 139.83 FEET;

2) N60°40'32"W, 682.73 FEET;

3) N31°43'34"W, 355.23 FEET;

4) N50°05'55"W, 351.45 FEET;

5) N87°28'56"W, 291.28 FEET;

6) N50°04'31"W, 504.79 FEET;

7) N53°12'12"W, 923.62 FEET;

8) N25°29'10"W, 857.10 FEET TO THE NORTH LINE OF THE S1/2 OF THE SW1/4 OF SAID SECTION 20;

THENCE S89°35'16"E, 0.64 FEET ALONG THE NORTH LINE OF THE S1/2 OF THE SW1/4 OF SAID SECTION 20 TO THE MOST EASTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED IN BOOK 878 AT PAGE 503 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE N25°38'10"W, 103.33 FEET ALONG THE EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN SAID BOOK 878 AT PAGE 503 TO THE EASTERLY LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 1989419 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE EASTERLY AND NORTHERLY LINES OF THAT TRACT OF LAND



AS DESCRIBED AT SAID RECEPTION NO. 1989419 THE FOLLOWING FOUR (4) COURSES:

1) N00°57'04"E, 95.84 FEET;

2) N08°19'13"W, 184.77 FEET;

3) N00°09'40"W, 213.70 FEET;

4) S89°50'20"W, 59.06 FEET TO THE WEST LINE OF THE N1/2 OF THE SW1/4 OF SAID SECTION 20;

THENCE N00°09'40"W, 473.73 FEET ALONG THE WEST LINE OF THE N1/2 OF THE SW1/4 OF SAID SECTION 20 TO THE SOUTH LINE EXTENDED WESTERLY OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED AT RECEPTION NO. 1819920 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE S89°48'41"E, 290.23 FEET ALONG THE SOUTH LINE EXTENDED WESTERLY AND ALONG THE SOUTH LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 1819920 TO THE SOUTHEAST CORNER THEREOF;

THENCE N00°09'40"W, 256.00 FEET ALONG THE EAST LINE OF THAT TRACT OF LAND AS DESCRIBED AT SAID RECEPTION NO. 1819920 TO THE NORTH LINE OF THE SW1/4 OF SAID SECTION 20;

THENCE S89°48'41"E, 50.03 FEET ALONG THE NORTH LINE OF THE SW1/4 OF SAID SECTION 20 TO THE MOST WESTERLY CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED RECORDED ON FILM 2169 AT RECEPTION NO. 1658713 OF THE RECORDS OF BOULDER COUNTY, COLORADO;

THENCE ALONG THE SOUTHERLY LINE OF THAT TRACT OF LAND AS DESCRIBED ON SAID FILM 2169 AT RECEPTION NO. 1658713 THE FOLLOWING THREE (3) COURSES:

1) S82°25'31"E, 202.22 FEET TO A POINT OF CURVE TO THE LEFT;

2) SOUTHEASTERLY, 139.86 FEET ALONG THE ARC OF SAID CURVE TO A POINT TANGENT, SAID ARC HAVING A RADIUS OF 1085.00 FEET, A CENTRAL ANGLE OF 07°23'09" AND BEING SUBTENDED BY A CHORD THAT BEARS S86°07'07"E, 139.77 FEET;

3) S89°48'41"E, 1975.06 FEET TO THE WEST LINE OF THE SE1/4 OF SAID SECTION 20;

THENCE N00°02'10"E, 35.00 FEET ALONG THE WEST LINE OF THE SE1/4 OF SAID SECTION 20 TO THE CENTER 1/4 CORNER OF SAID SECTION 20; THENCE S89°48'41"E, 2625.65 FEET ALONG THE NORTH LINE OF THE SE1/4 OF SAID SECTION 20 TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PUBLIC SERVICE COMPANY OF COLORADO BY DEED RECORDED FEBRUARY 3, 1983 ON FILM 1238 AS RECEPTION NO. 531604 OF THE RECORDS OF BOULDER COUNTY, COLORADO.

AREA= 390.013 ACRES, MORE OR LESS

LEGAL DESCRIPTION PREPARED BY:

WILLIAM K. WRIGHT, PLS #23529

DREXEL, BARRELL & CO.

1800 38TH STREET

BOULDER, CO 80301

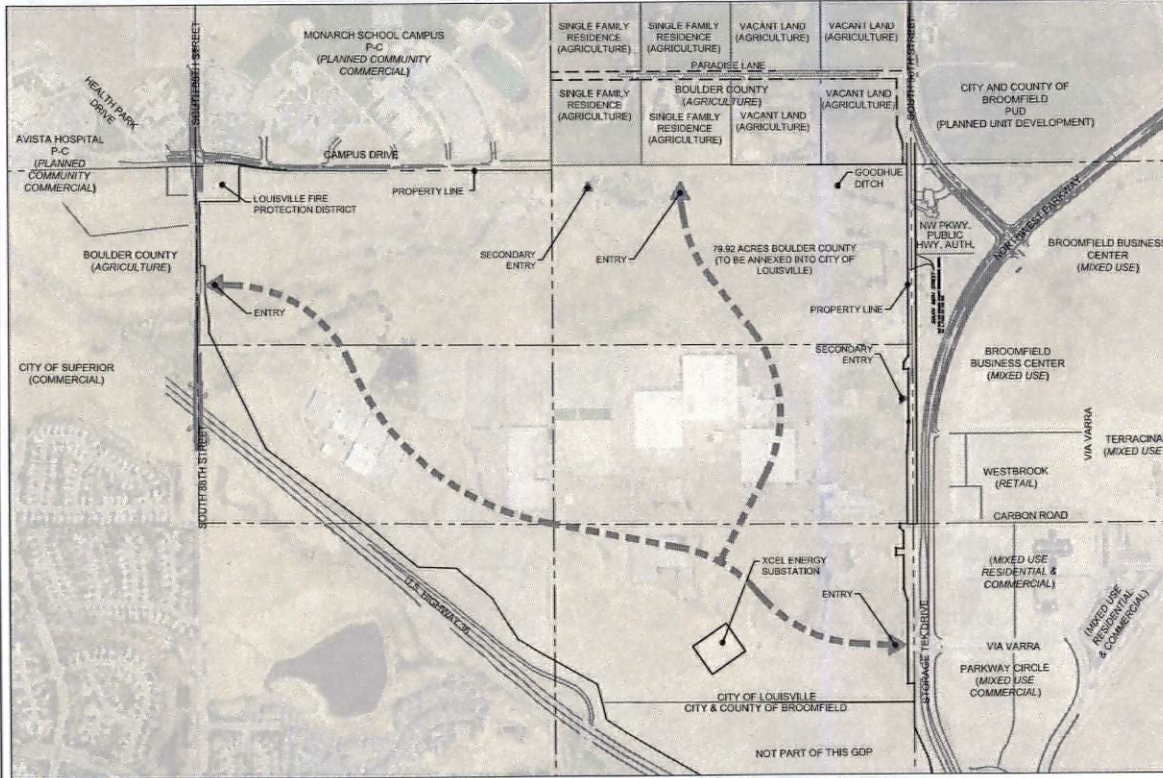
**Exhibit "B"**  
**Copy of ConocoPhillips Colorado Campus General Development Plan**



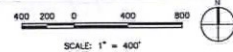
# CONOCOPHILLIPS CAMPUS

## GENERAL DEVELOPMENT PLAN

A PART OF THE SOUTH HALF OF SECTION 20, THE NORTH HALF OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M.  
SHEET 1 OF 1



GENERAL DEVELOPMENT PLAN



### CERTIFICATIONS/SIGNATURE BLOCKS

#### CITY COUNCIL CERTIFICATION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.  
ORDINANCE NO. \_\_\_\_\_ SERIES \_\_\_\_\_ CITY SEAL

MAYOR SIGNATURE \_\_\_\_\_

CITY CLERK SIGNATURE \_\_\_\_\_

#### PLANNING COMMISSION CERTIFICATION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.  
RESOLUTION NO. \_\_\_\_\_ SERIES \_\_\_\_\_

#### CLERK AND RECORDER CERTIFICATE - COUNTY OF BOULDER, STATE OF COLORADO

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ AND IS RECORDED IN PLAN FILE \_\_\_\_\_ PER \_\_\_\_\_ FID \_\_\_\_\_ FILM NO. \_\_\_\_\_ PRESCRIPTION.

CLERK AND RECORDER \_\_\_\_\_ DEPUTY \_\_\_\_\_

#### OWNERSHIP SIGNATURE BLOCK

BY SIGNING THIS GOP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND PRESENT SET FORTH IN THIS GOP, BETWEEN OUR OWNERS AND DEALS.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

OWNER \_\_\_\_\_

CONOCOPHILLIPS CAMPUS

A COLORADO CORPORATION

BY SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NOTARY NAME AND SIGNATURE \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

### GENERAL NOTES:

1. DEVELOPMENT SHALL CONFORM AND BE CONSISTENT WITH THE LOUISVILLE MUNICIPAL CODE AND THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDG) PREPARED AND ADOPTED BY THE CITY COUNCIL, THROUGH THE PLANNING COMMISSION IN AN OPEN PROCESS.
2. THE CAMPUS SECURITY BOUNDARY WILL NOT EXTEND OUTSIDE OF THE SITE BOUNDARY.
3. TRAFFIC CIRCULATION PATTERNS DETECTED WITHIN AND ACROSS LOT A REPRESENT INTERNAL PRIVATE DRIVERS AND ARE CONCEPTUAL ONLY AND SUBJECT TO REVISION.
4. EXISTING FREE STANDING CAR FACILITIES WITHIN LOT A SHALL CONSTITUTE A PERMISSIBLE NON-CONFORMING USE.
5. PUBLIC LAND DESIGNATION OF AT LEAST SIX HILL COUNTY WITH SECTION 16.14.1 OF THE LOUISVILLE MUNICIPAL CODE.

### SITE INFORMATION

UNDEVELOPED AREA (AND BOUNDARY)	352.13 ACRES (MEASURED AS F.A.R.)
PLANNED COMMUNITY ZONED DISTRICT (PCD)	COMMERCIAL, WITH PLAC OVERLAY
PLANNED ADDRESS	NORTHWEST PARKWAY CAMPUS DRIVE SOUTH BETH STREET

### PERMITTED USES

PERMITTED USE	COMMENTS / REMARKS	PARKING REQUIREMENTS
PROFESSIONAL, BUSINESS AND ADMINISTRATIVE OFFICES	-	1 / 1,000 S.F.
EDUCATIONAL AND TRAINING FACILITIES	MEETING ROOMS AND SOCIAL SPACE FOR EMPLOYEES AND VISITORS	0.5/100 S.F.
PRIVATE SHORT TERM LODGING FOR CONOCOPHILLIPS EMPLOYEES AND VISITORS	OVERNIGHT ACCOMMODATIONS FOR EMPLOYEES/VISITORS	0.5 / ROOM
PEDESTRIAN PLAZAS AND PEDESTRIAN WAYS	-	-
PRIVATE, NONCOMMERCIAL, RECREATIONAL AND SOCIAL FACILITIES	-	1 / 1,000 S.F.
PARKING LOTS AND PARKING BUILDINGS	SURFACE AND STRUCTURED PARKING	-
CAMPUS ORIENTED CHECKOUT CENTER	PRIVATE CHECKOUT FOR EMPLOYEES	1.5 SPACES PER TEACHER PLUS ONE SPACE PER ADMINISTRATIVE EMPLOYEE
RESEARCH OFFICE AND CORPORATE USES AND FACILITIES FOR THE RESEARCH DEVELOPMENT, MANUFACTURING, FABRICATION, PROCESSING OR ASSEMBLY OF SCIENTIFIC OR TECHNICAL PRODUCTS, OR OTHER PRODUCTS	-	1.25 / 1,000 S.F.
BUILDING MOUNTED CHIMNEY	-	-
CAMPUS ORIENTED FOOD SERVICE	RESTAURANTS, CAFETERIA OR CAFES FOR USE BY EMPLOYEES/VISITORS INTEGRATED THROUGHOUT THE CAMPUS	-
COMMERCIAL USES INCLUDING BUT NOT LIMITED TO BUILDING CONTRACTORS EQUIPMENT SALES, TRANSPORTATION CENTERS AND SERVICES, WHOLESALES, AND STORAGE FACILITIES	STORAGE OF MATERIALS IN SUPPORT OF THE CAMPUS RESEARCH AND DEVELOPMENT FACILITY, INCLUDING SPECIAL REVIEW USES	1 / 1,000 S.F.
PRIVATE UTILITY USES	TO ALLOW THE EXISTING SANITARY LIFT STATION POTENTIAL BURSTAGE USE (POWDER VELD, SOLAR PANELS, BUILDING MOUNTED WIND POWERED ELECTRICAL, MECHANICAL, ELECTRICAL, AND PLUMBING FACILITY)	-
OTHER USES AS ESTABLISHED BY THE CITY COUNCIL, AS LONG AS THEY ARE SPECIFICALLY COMPATIBLE FOR COMMERCIAL AND OFFICE PLANNED AREAS	-	-

### YARD AND BULK REQUIREMENTS

1. MAXIMUM BUILDING HEIGHTS PROPOSED ON THE PUD DEVELOPMENT PLAN EXCEED LIMITATIONS SET FORTH IN THE COMMERCIAL DEVELOPMENT DESIGN STANDARDS AND GUIDELINES (CDDG). BUILDING HEIGHTS ARE EXPECTED TO RANGE FROM 20 TO 30 FEET. TO BE ON BE REVIEWED BY THE CITY COUNCIL, THROUGH THE PLANNING COMMISSION IN AN OPEN PROCESS. APPROVAL, IF ANY, BY THE CITY COUNCIL, THROUGH THE PLANNING COMMISSION IN AN OPEN PROCESS. APPROVAL, IF ANY, BY THE CITY COUNCIL, THROUGH THE PLANNING COMMISSION IN AN OPEN PROCESS.

MINIMUM BUILDING SETBACKS (FOR BUILDING FOOTPRINTS LESS THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE	30 FT.
ARTERIAL STREET	20 FT.
COLLECTOR STREET	10 FT.
INTERNAL PRIVATE DRIVE	10 FT.

(FOR BUILDING FOOTPRINTS GREATER THAN OR EQUAL TO 30,000 GROSS SQUARE FEET)

STREET R.O.W. LINE	30 FT.
ARTERIAL STREET	40 FT.
COLLECTOR STREET	20 FT.
INTERNAL PRIVATE DRIVE	10 FT.

MINIMUM PARKING SETBACKS (FROM ALL PERMITTED PROPERTY LINES OR RIGHTS-OF-WAYS)

PROPERTY LINES ADJACENT TO U.S. 36	40 FT.
ARTERIAL STREET R.O.W.	25 FT.
COLLECTOR STREET R.O.W.	15 FT.
INTERNAL COMMON PROPERTY BOUNDARY	10 FT.



1700 E. Hillview Avenue  
Suite 150  
Fountain, CO 80811  
Tel: (703) 465-4520  
Fax: (703) 465-4546  
C.V.L. CONSULTANTS



Daniel, Beutler & Co.  
Engineers/Architects  
1800 18th Street  
Boulder, CO 80501  
Tel: (303) 442-4338  
Fax: (303) 442-4373

CONOCOPHILLIPS CAMPUS  
2270 SO. 88TH STREET  
LOUISVILLE, CO

### GENERAL DEVELOPMENT PLAN

OWNER	TEAM
DATE	DATE
REVISION	REVISION
SHEET NUMBER	

1 OF 1



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**INTERGOVERNMENTAL AGREEMENT  
SOUTHEAST BOULDER COUNTY, SOUTH 96TH STREET, DILLON ROAD,  
AND US 287 AREA COMPREHENSIVE DEVELOPMENT PLAN**

This Intergovernmental Agreement by, between and among the City of Broomfield, a Colorado home rule municipal corporation (Broomfield); the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the City of Louisville, a Colorado statutory city (Louisville); and the County of Boulder, a body politic and corporate of the State of Colorado (Boulder County); (collectively the "Parties") is made to be effective on the 18<sup>th</sup> day of February, 1999.

**WITNESSETH:**

WHEREAS, 29-20-101 et seq., C.R.S. as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, in order to ensure that the unique and individual character of Broomfield, Lafayette, and Louisville; respectively, are preserved, the Parties believe that a comprehensive development plan which recognizes the annexed areas and development approved by each community, accompanied by binding commitments by the responsible jurisdictions for the preservation of the rural character of surrounding lands as identified within the Plan Area, is in the best interest of the citizens of each of the Parties; and

WHEREAS, the prohibition of rezoning or other discretionary land use approvals by Boulder County and of annexation or development by Broomfield, Lafayette or Louisville of certain lands within the Plan Area, is intended to preclude increased development and urban sprawl which would obliterate the boundaries of Broomfield, Lafayette, and Louisville and would, if permitted in the unincorporated area, require the provision of urban services by Boulder County, in contravention of provisions of the Boulder County Comprehensive Plan; and

WHEREAS, the parcels designated City Preservation do not currently have city utility services; and

WHEREAS, the Denver Regional Council of Governments, the transportation planning agency in which this Plan area is located, has adopted a Metro Vision 2020 plan calling for urban growth boundaries which serve to preserve individual communities through rural development and/or open space buffers separating such communities; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, the Parties find that designating a portion of the Plan Area to remain as rural development for the purpose of preserving a community buffer serves the economic and civic interest of their citizens and meets the goals of the Boulder County Comprehensive Plan; and

WHEREAS, the Parties anticipate the location of a multi-modal roadway to serve the transportation needs of the citizens, hereinafter referred to as the "Northwest Parkway"; and

WHEREAS, with respect to the rezoning and other land use regulatory actions required pursuant to this Agreement, the Parties find that the proposed Northwest Parkway is intended primarily to serve as a major throughway providing relief from congestion at its interchanges at U.S. 36, U.S. 287, and I-25; that, for the Parkway to serve this purpose, it is essential that further development in the Rock Creek valley be limited, so that traffic-generating uses in the valley do not use up the traffic carrying capacity of the Parkway and surrounding transportation infrastructure, and so that the need for additional or expanded local access points with the Parkway is limited into the future; and

WHEREAS, with respect to the annexation provisions herein, the Parties declare that the rural preservation designations and land use regulations contained in this Agreement affect the future development of each municipality. Consistent with the municipal annexation, utility service, and land use laws of the State of Colorado, this Agreement, including specifically the annexation and utility service portions hereof, is intended to encourage the natural and well-ordered future development of each Party; to promote planned and orderly growth in the affected areas; to distribute fairly and equitably the costs of government services among those persons who benefit therefrom; to extend the government, services, and facilities to the affected areas in a logical fashion; to simplify providing utility services to the affected areas; to simplify the governmental structure of the affected areas; to reduce and avoid, where possible, friction between the Parties; and to promote the economic viability of the Parties; and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in article 20 of title 29; part 1 of article 28 of title 30; part 1 of article 12 of title 31; and parts 2 and 3 of article 23 of title 31, C.R.S., as amended; and



WHEREAS, 29-1-201, et seq., C.R.S., as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, 18(2); and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Agreement and the adoption of a comprehensive development plan for the subject lands, hereinafter referred to as the "Plan Area", as shown on the map portion of the Development Limitations attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

**1. SOUTHEAST BOULDER COUNTY AREA COMPREHENSIVE DEVELOPMENT PLAN.** This Agreement, including Development Limitations (both text and map portions) attached hereto as Exhibit A, is adopted by the Parties as the Southeast Boulder County, South 96th Street, Dillon Road and U.S. 287 Area Comprehensive Development Plan (the "Plan") governing the Plan Area.

**2. CONTROLLING REGULATIONS.** Restrictions on use and development of lands within the Plan Area, as provided in Exhibit A, shall control and supersede local regulations of the Regulatory Party to the extent they conflict. For purposes of this Plan, the "Regulatory Party" is that Party having regulatory jurisdiction over the subject property at the time, or seeking to acquire jurisdiction through annexation. A Party shall be deemed to be "seeking" annexation as of the date when an annexation petition is filed. No Party shall agree with any landowner or other person or entity interested in any parcel within the Plan Area to allow any use or development which does not comply with the Plan without first obtaining a Plan Amendment as set forth herein.

**2.1** The Parties each agree to undertake all steps to adopt procedures, plans, policies, and ordinances or other regulations as may be necessary to implement and enforce the provisions of this Plan. Any Party adopting such procedures, plans, policies, ordinances or regulations shall give each of the other Parties sufficient advance notice of such action as will enable such Parties, if they so desire, to comment upon the planned actions of that Party.

**2.2** To the extent this Plan is silent as to a particular land use matter, existing local land use regulations of the Regulatory Party having jurisdiction over the property, as amended from time to time, shall control.

**3. RURAL PRESERVATION AREA.** Broomfield, Lafayette, and Louisville each agree that they will immediately disclose to the other any and all

instances in which they are approached by landowners in the Rural Preservation Area seeking annexation. Further, Broomfield, Lafayette, and Louisville each commit that they are not currently pursuing any annexations within the Rural Preservation Area.

3.1 The Map portion of Exhibit A shows certain lands within the Plan Area which are designated "Rural Preservation Area". These lands are intended to remain within the unincorporated area of Boulder County, subject to Boulder County's land use regulatory jurisdiction as limited in the text portion of Exhibit A. Broomfield, Lafayette, and Louisville each agree that it will not initiate or approve an annexation of any portion of any of the lands shown as "Rural Preservation Area" on the Map portion of Exhibit A without first obtaining approval of a Plan Amendment as provided for herein.

3.2 By authorizing the execution of this Agreement, the City Councils of Broomfield, Lafayette, and Louisville each respectively finds and declares that there is no community of interest between the lands designated "Rural Preservation Area" on the Map portion of this Plan with their respective jurisdictions, either Broomfield, Lafayette, or Louisville; that none of these lands is urban nor is likely to urbanize within the term of this Plan; and that none of these lands is currently integrated with, nor for the term of this Plan will any of them be capable of being integrated with their respective jurisdictions, either Broomfield, Lafayette, or Louisville.

**4. TRANSPORTATION SYSTEM.** The proposed Northwest Parkway is part of an overall roadway network whose components are part of an interdependent system.

4.1 **NORTHWEST PARKWAY.** Boulder County currently regulates the site selection of arterial or collector highways, pursuant to §24-65.1-101 et seq., C.R.S. Boulder County agrees that the acquisition of right-of-way for the Northwest Parkway as indicated on Exhibit A approximately 300 feet in width and the construction of the roadway, across the parcels shown on Exhibit A to contain potential right-of-way, and along an alignment reasonably conforming to that shown on Exhibit A shall be exempt from the guidelines and regulations adopted by Boulder County pursuant to §24-65.1-101 et seq., C.R.S. if the right-of-way does not encroach more than 50 feet into the Rock Creek Farm Open Space. Additional encroachment into the Rock Creek Farm Open Space may be allowed only at the discretion of Boulder County. Where necessary for on/off ramps at interchanges and for slope easements at interchanges and overpasses, the width may exceed 300 feet to the extent of such necessity.

While the final design of the roadway is to be determined at a later date, the Parties agree to the following:

4.1.1 The Parties agree that the use of any more than the northerly 50 feet of the Rock Creek Farm Open Space area shall in all circumstances require the express consent of Boulder County. For purposes of

this Agreement, the Rock Creek Farm Open Space consists of the open space properties owned by Boulder County in sections 22, 27 & 28, T1S, R69W, 6th PM. The construction of connector roads will be permitted as a part of the Parkway project. Intersections, interchanges, and overpasses on the Northwest Parkway shall be as indicated on Exhibit A. The foregoing provisions of this paragraph notwithstanding, the right-of-way for the Parkway shall be located sufficiently far south in the NW1/4 of Section 22, T1S, R69W, 6th PM, as shown on Exhibit A, so as to avoid the Kilker homestead building cluster.

4.1.2 The Parties will support an access point at U.S. 287. The parties agree to support a request to the Colorado Department of Transportation for such access. Preferred access will be through the construction of an Urban Interchange as shown on Exhibit A.

4.1.3 The Parties will support the roadway designed as a multi-modal facility within a right-of-way, approximately 300 feet in width, within an alignment that provides buffering between communities.

4.1.4 When determining the final location of the roadway corridor within the Plan Area as shown on Exhibit A, the Parties agree to take into account environmental and economic factors, as well as any other appropriate issues. In making this determination for the roadway corridor location west of U.S. 287 in the vicinity of Dillon Road, the Parties agree to also take into consideration the interests of the homeowners whose homes front on Dillon Road in this area.

4.1.5. As conceptually shown on Exhibit A, a continuous Dillon Road connection will be provided across the U.S. 287 corridor. The exact alignment will be determined at a later date. The Dillon Road alignment will avoid floodplain and riparian areas as much as possible and the location of the Dillon Road crossing of U.S. 287 will be subject to State approval. Furthermore, the conceptual design of the U.S. 287 interchange, at a reasonable cost, shall be subject to review by the city council of Lafayette, prior to the financing of the Parkway.

4.1.6 The Parties agree to cooperate and assist any of the other Parties in their efforts to acquire right-of-way for the Northwest Parkway within their jurisdictions, within the Plan Area. Such cooperation and assistance may include, but shall not require, any Party's use of the power of eminent domain, contribution of funds, or provision of land for such right-of-way.

4.1.7 The Parties will not object to the construction of the Northwest Parkway and the conceptual alignment for the roadway as shown on Exhibit A with a permitted variation of 50 feet from the center line. The Parties consent (1) to the creation of a public entity or entities pursuant to state statutes in effect as of the date of this agreement (including public highway authorities established pursuant to §43-4-501, et seq., C.R.S. and metropolitan districts established pursuant to §32-1-101, et seq., C.R.S.,) to construct the Northwest Parkway, and to that entity's or entities' inclusion of Northwest Parkway right-of-way only within the boundaries of such entity or entities; (2) to the construction of the Northwest Parkway within the Parties' boundaries and within the corridor



shown in Exhibit A; and (3) to the exercise of the power of eminent domain by the entity or entities within the Parties' boundaries to acquire real property on which to construct the Northwest Parkway, which exercise shall (a) be in a manner so as to create no liability to the Parties or (b) be accompanied by an indemnification of the Parties by the entity or entities, to the extent permitted by law, for any loss or damage arising from the exercise of the power of eminent domain.

Notwithstanding anything in this subsection 4.1.7 to the contrary, where a public highway authority, in the exercise of eminent domain for right-of-way purposes, must condemn an additional portion of a parcel as an uneconomic remainder attendant, the Parties consent to such condemnation, and such parcel shall thereafter be used in accordance with the provisions of this Agreement and Plan, except that the Party in whose jurisdiction such parcel is located shall have an option to purchase such parcel for open space purposes at the price paid by the public highway authority, and the consent given to the extraterritorial condemnation by the authority is expressly conditioned upon the grant of such option by the authority to that Party.

4.1.8 Except for the consents set forth in subsection 4.1.7, the Parties expressly reserve and retain all rights, remedies, and authorities available under the Public Highway Authority law, C.R.S. §43-4-501 et seq. and the Special District Act, C.R.S. §32-1-101 et seq. Such rights specifically include, but are not limited to, the right to withhold consent to the authority's exercise of eminent domain outside its boundary but within the boundaries of the Parties, the right to refuse to allow the imposition of highway expansion fees or other impact fees by an authority within that Party's jurisdiction, and the right to withhold consent to the inclusion of any property other than Parkway right-of-way within the boundaries of the authority.

4.1.9 Design drawings for the construction of the Parkway shall be submitted to all Parties for review and comment regarding technical engineering issues such as drainage and grading.

**4.2 AREA ROAD IMPROVEMENTS** The four roadway improvements listed below are critical to the function of the overall transportation system. In order to assure the construction of these roadway improvements, the Parties agree to pursue funding through at least one or more of the following methods:

- I. Special improvement district
- II. Transportation Improvement Program funds through the Denver Regional Council of Governments
- III. Impact fees
- IV. State Transportation funds
- V. Northwest Parkway financing proceeds, tolls, or other revenues

4.2.1 South 96th Street. The Parties will support the construction of a four-lane extension of South 96th Street as conceptually shown on Exhibit A. The parties will support an application through the Denver Regional Council

of Governments (DRCOG) process for inclusion of this project on the Transportation Improvement Plan (TIP), with Louisville as the sponsoring agency.

4.2.2 West Midway Boulevard. The Parties will support extension of West Midway Boulevard to connect with Industrial Lane and an extension of Industrial Lane to connect with South 96th Street as shown on Exhibit A. The parties will support an application through the DRCOG process for inclusion of this project on the TIP, with Broomfield as the sponsoring agency.

4.2.3 South Boulder Road. The Parties will support extension of South Boulder Road from S. 120th St. eastward to Lowell Boulevard to provide access to a future Northwest Parkway interchange. The Parties will support an application through the DRCOG process for inclusion of this project on the TIP, with Lafayette as the sponsoring agency.

4.2.4 U.S. 36. The Parties will not oppose the interchange improvements at U.S. 36 and South 96th Street, including construction of directional ramps and transit facilities. Additionally, the Parties will not oppose interchange improvements at U.S. 36 and McCaslin Boulevard, consisting of construction of directional ramps and transit facilities within the right-of-way existing as of the date of this agreement and within 1,000 feet of the existing interchange.

**4.3 ALLOCATION OF PARKWAY FINANCING PROCEEDS** The parties agree, and the consents set forth in subsection 4.1.7 are expressly conditioned upon the requirements, that a minimum of \$22 million will be allocated from the Parkway financing proceeds for right-of-way acquisition, design engineering and the construction of South 96th Street pursuant to 4.2.1., of West Midway Boulevard pursuant to 4.2.2. and of a Dillon Road connection across the U.S. 287 corridor pursuant to 4.1.5. and that a minimum of \$10 million will be allocated from Parkway financing proceeds for open space and conservation easement acquisition. An illustrative allocation is as follows - actual totals for the Parkway financing proceeds may vary depending upon financing and Parkway design:

Total bond issue	\$255M
Open space and conservation easement allocation	\$ 10M*
Roads allocation	\$ 22M (see table below)

\* To be provided equally to Broomfield and Louisville for perpetual conservation easement or fee title land purchases for five years after the Parkway financing proceeds are made available and after which, the parties will agree on the allocation of remaining funds. If Broomfield and Louisville expend funds for permanent conservation easements or fee title land purchases in advance of Parkway financing proceeds being available, Broomfield and Louisville are entitled to be reimbursed equally when such proceeds are available. To the extent these acquisitions are

totally funded by bond proceeds, title to the properties so acquired shall vest in the Public Highway Authority or other entity which issued the bonds, with an undivided interest in a conservation easement ensuring preservation of such properties as open space granted to or reserved by each of the Parties.

Road Priority for Minimum \$22M Listed Above**	
1	Dillon Road
2	South 96th Street
3	West Midway Boulevard

\*\* Any remaining funds after projects are completed will be applied to implementation of the Northwest Parkway.

No Party which is a member of any public highway authority established to create the roadway referred to herein as the Northwest Parkway shall permit its representative(s) on the Board of Directors of said authority to authorize a bond issue to finance Northwest Parkway right-of-way acquisition or construction costs by the authority without inclusion of the \$10 million for perpetual conservation easements and fee title land acquisition or without inclusion of the \$22 million for road improvements as provided in this section. Further, the consents set forth under subsection 4.1.7 of this Agreement are expressly conditioned upon the requirements that the governing body(ies) of the entity(ies) created to construct the Northwest Parkway will include in and make available from the Northwest Parkway financing proceeds the \$10 million for perpetual conservation easement and fee title land acquisitions and the \$22 million for road improvements as provided in this section, and that such entity(ies) will exercise its powers and construct the Northwest Parkway in accordance with this Agreement. No consent set forth under subsection 4.1.7 shall benefit such entity(ies) until the governing body(ies) of the entity(ies) has executed a consent stating it agrees to be bound by these requirements, which consent shall be delivered to, run in favor of, and enforceable by the Parties hereto.

Conservation easements and lands purchased in fee shall be held for the purposes set forth in §5.4 of the Plan, to preclude additional development, except as specified in this agreement, on such lands in perpetuity as community buffers and to preclude additional traffic generation on the Parkway.

**5. REFERRALS.** Any application or other proposal for annexation or development on any parcel within that portion of the Plan Area designated Rural Preservation Area as set forth in Exhibit A, shall be immediately referred in writing to all Parties and no action shall be taken thereon by the referring Party until such Parties have had the opportunity to respond concerning the proposal's conformity to this Plan and other land use concerns. All such responses are to be received within 20 days of date of referral.

**6. AMENDMENTS.** This Plan contains the entire agreement



between the Parties. Any proposed amendment of the Plan affecting the jurisdiction over lands or the development regulation of lands must be referred to the Parties by the Regulatory Party, or by any Party seeking to become the Regulatory Party through annexation. Amendment of the Plan shall take place only upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law. The Regulatory Party shall not approve nor permit any development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with this Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan.

**7. SEVERABILITY.** If any portion of this Plan is held by a court in a final, non-appealable decision to be per se invalid or unenforceable as to any Party, the entire Agreement and the Plan shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement and Plan is essential to and not severable from the remainder.

**8. BENEFICIARIES.** The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Plan, and no other person or entity is so intended.

**9. ENFORCEMENT.** Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

**10. DEFENSE OF CLAIMS/INDEMNIFICATION.** If any person allegedly aggrieved by any provision of the Plan and who is not a Party to the Plan should sue any Party concerning such Plan provision, such Party shall, and any other Party may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Defense costs shall be paid by the Party providing such defense.

Notwithstanding the foregoing, if the claim concerns the designation of property as "Rural Preservation Area," Boulder County shall provide defense in such action. If the claim concerns the designation of property as "City Preservation," the responsible city Party shall provide such defense.

In the event that any person not a Party to the Plan should obtain a final money judgment against any Party who is not the Regulatory Party for the diminution in value of any regulated parcel resulting from regulations in the Plan, or regulations adopted by the Regulatory Party implementing the Plan, the Regulatory Party shall, to the extent permitted by law, indemnify such Party for the amount of said judgment.

**11. GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County

of Boulder.

**12. TERM AND EFFECTIVE DATE.** This Agreement shall become effective upon signature of an authorized representative of the governing bodies of the Parties. Except as provided herein, this Agreement shall remain in effect for a period of thirty (30) years from the effective date, unless terminated prior thereto by agreement of all the Parties or pursuant to the terms of section 7 above.

**13. PARTY REPRESENTATIVES.** Referrals made under the terms of this Agreement shall be sent to the Parties' representatives as follows:



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ENTITY:

County of Boulder

City of Broomfield

City of Lafayette

City of Louisville

REPRESENTATIVES:

Director, Land Use Department  
P.O. Box 471  
Boulder, CO 80306

City Manager  
1 DesCombes Dr.  
Broomfield, CO 80020

City Administrator  
1290 S. Public Rd.  
Lafayette, CO 80026

City Administrator  
749 Main St.  
Louisville, CO 80027

Name and address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

THIS AGREEMENT made and entered into to be effective on the date as set forth above.

CITY OF BROOMFIELD

By: William M. Berens  
William Berens, Mayor

2/18/99  
Date

ATTEST:

APPROVED AS TO FORM:

Vicki May  
City Clerk

Roy S. Howard  
Roy S. Howard, City Attorney



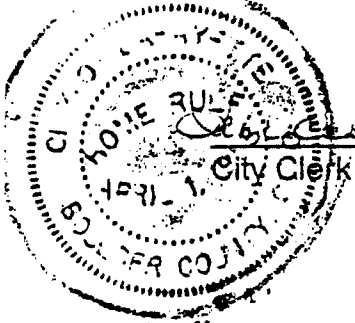


CITY OF LAFAYETTE

By: Carolyn McIntosh  
Carolyn McIntosh, Mayor

2/18/99  
Date

ATTEST:



APPROVED AS TO FORM:

Patricia C. Tisdale  
Patricia C. Tisdale, City Attorney

CITY OF LOUISVILLE

By: Thomas Davidson  
Thomas Davidson, Mayor

2-18-99  
Date

ATTEST:



City Clerk

APPROVED AS TO FORM:

Samuel J. Light  
Samuel J. Light, City Attorney



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COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: Ronald K Stewart  
Ronald K. Stewart

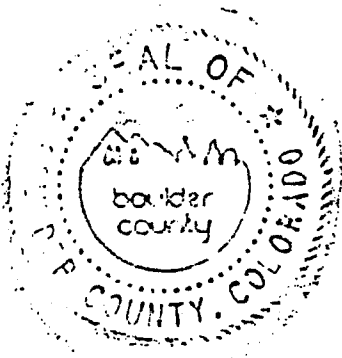
2-18-99  
Date

ATTEST:

APPROVED AS TO FORM:

James M. Ashcraft  
Clerk to the Board

H. Lawrence Hoyt  
H. Lawrence Hoyt, County Attorney



**EXHIBIT A**  
(text portion)

**SOUTHEAST BOULDER COUNTY 96TH STREET, DILLON ROAD  
AND U.S. 287 AREA IGA  
COMPREHENSIVE DEVELOPMENT PLAN**

**1. INTRODUCTION.** This Comprehensive Development Plan (hereinafter "CDP") has been jointly developed and adopted by the Parties, and is entered into by Intergovernmental Agreement of said entities.

1.1 These Development Limitations are intended to provide specific land use and development restrictions governing the "Rural Preservation Area" parcels, the "City Preservation Area" parcels and the "City Open Space Area" parcels located within the Plan Area, the boundaries of which are set forth on the attached Map.

**2. DEFINITIONS.**

2.1 **DEVELOPMENT:** Construction or establishment of structures, parking areas, and/or surfaced vehicular roadways (except expansion of existing roads and except construction of the "Northwest Parkway" or a successor thereto along the alignment shown on Exhibit A), or establishment of new land uses.

2.2 **PLAN AREA:** Lands included within the boundaries of the designated Plan Area as set forth on the Map, including right-of-way, setback areas, and parcels subject to the Plan's Development Limitations.

2.3 **STRUCTURE:** Anything which is built or constructed, including but not limited to an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, but excluding fences, retaining walls not over 6 feet in height, and buried utility lines.

**3. DEVELOPMENT LIMITATIONS ON RURAL PRESERVATION AREA PARCELS.**

3.1 For parcels designated Rural Preservation Area on the Map, those existing uses of such parcels which conform to Boulder County's regulations, or which are legally nonconforming, shall be permitted to continue, either as legal or legal nonconforming uses. No density increase beyond the limits currently permissible under the Boulder County Land Use Code shall be approved for any such parcel, nor shall any such parcel be annexed to any municipal Party, unless the same is approved through the Plan amendment

procedure set forth in Section 6 of the Agreement above.

3.2 Pursuant to regulations in the Boulder County Land Use Code as it may exist from time to time, parcels within the Rural Preservation Area may be "sending parcels" for purposes of transferring development rights (TDRs). However, such parcels shall not serve as "receiving parcels" without amendment of this Agreement. TDR units shall not be "sent" from parcels designated in this Agreement as Rural Preservation Area to be located upon a receiving site within the adopted comprehensive plan area of a municipal Party without the consent of the interested Party or Parties.

3.3 Development on parcels for which "vested rights" for further development have been acquired through an estoppel against Boulder County precluding the prohibition of such development established by a final, non-appealable court judgment in a proceeding of which the other Parties have been given timely notice and the opportunity to join or intervene shall be permitted to the extent such development is in conformance with the rights so acquired and occurs within the vested period.

3.4 Establishment of uses and development in conformance with the zoning (including approved PUD plans) and other land use and development regulations applicable to the property on the effective date of this Plan shall be permitted, where such uses or development continue to be permitted under the provisions of the Boulder County Land Use Code at the time at which they are sought to be established. Permission for such development shall be processed through the normal procedures otherwise established by Boulder County.

3.5 Approval of an NUPUD with residential density no greater than 2 units per 35 acres by Boulder County upon such lands is permitted pursuant to the regulations generally applicable therefor at the time of application submittal, and such approval is not for purposes of these Development Limitations an increase in density.

3.6 Any proposed use or development of any portion of the parcels designated Rural Preservation Area shall conform to the provisions of this Agreement, or, if nonconforming, shall require amendment of the Plan in the manner provided in the Agreement. Any proposed rezoning, subdivision, special use or other regulatory process, or amendment or modification of any existing zoning, PUD, special or conditional use, or subdivision plat, or issuance of a building permit, or proposed annexation, whether or not coupled with any such regulatory process, entered into for any lands designated Rural Preservation Area shall conform to the Plan, or with an approved amendment thereof, in order to be approved by the Regulatory Party.

**4. SPECIFIC PARCELS PROVISION.** References to specific parcels in this agreement will be by the Boulder County Assessor's parcel number. The attached map shows parcel numbers, acres and the current owner.

4.1 Parcels numbered 157521000034 (40.00 acres), 157521000037 (38.53 acres), 157521002001 (39.24 acres), 157521001003



(30.04 acres), 157521001001 (4.29 acres), 157521001002 (2.50 acres) and 157521001004 (2.50 acres) on the attached map, totaling 157.1 acres, are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow additional residential use with a density of no more than 1 unit per 13 acres and will negotiate in good faith to this end.

4.2 A parcel numbered 157521000024 (1.20 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.3 A parcel numbered 157521000019 Tract "C" (8.45 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.4 Parcels numbered 157521000020 (18.00 acres), 157521000003 (40.00 acres), 157521000022 (73.00 acres), 157521000001 (40.00 acres) on the attached map, totaling 171.00 acres, are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.5 A parcel numbered 157521000021 (59.00 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.6 A parcel numbered 157521000016 (1.00 acre) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow residential use with a density of no more than 1 unit and will negotiate in good faith to this end.

4.7 A parcel numbered 157520000032 (33.70 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to allow residential use with a density of no more than 1 unit per 5 acres, on this parcel.

4.8 Fifty percent of a parcel numbered 157520000001 (23.15

acres) on the attached map is designated City Open Space Area with future use to be limited to open space uses. Louisville hereby agrees to allow only open space uses on this parcel.

4.9 Parcels numbered 157528000004 (13.80 acres), 157528000005 (28.91 acres), and 157528000016 (13.00 acres) on the attached map are designated City Preservation Area with future use to be limited to 10± acres for RTD transit center and park and ride facility and 46± acres for city open space and/or City Preservation Area. By agreement, Broomfield has an option to purchase the remaining acreage not needed for the transit center and park and ride facility and has allowed RTD residential use with a density of no more than one unit per five acres on 46± acres of this parcel if Broomfield does not purchase the 46± acres for open space by November 2002. Broomfield will use its best efforts to purchase all or part of remaining RTD property.

4.10 The parcel numbered 157528000003 (5.00 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture and low density residential. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel which will limit the use to 1 residential unit.

4.11 Parcels numbered 157529000019 (2.48 acres) and 157529000010 (38.91 acres) on the attached map are designated City Preservation Area with future use to be limited to private open space. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcels that will allow private open space and will negotiate in good faith to this end.

4.12 A parcel numbered 15752000002 (51.71 acres) on the attached map is designated City Preservation Area with future use to be limited to agriculture, private open space (including a golf course use) and low density residential development. Broomfield hereby agrees to acquire a perpetual conservation easement on the above parcel that will allow additional residential use with a density of no more than 1 unit per 13 acres and will negotiate in good faith to this end.

4.13 A parcel numbered 157520000009 (78.30 acres) on the attached map is currently unincorporated Boulder County and is designated City Preservation Area; if and when annexed to the City of Louisville, future use shall be limited to agriculture and low density residential development. Louisville hereby agrees to allow residential use with a density of no more than 1 unit per 4 acres, on this parcel. Prior to annexation this parcel is designated Rural Preservation.

4.14 Parcels numbered 157515000006 (155.00+-acres), 157515000022 (3.0 acres) and 157515000023 (1.0 acres) on the attached map are designated City Preservation Area with future use to be limited to agriculture and low density residential development. Louisville hereby agrees to acquire perpetual conservation easements on the above parcels that will allow additional residential use with a density of no more than 1 unit per 5 acres and will negotiate in good faith to this end.

4.15 A parcel numbered 157521000018 (36.0 acres) on the attached map includes a portion designated as "A" (6.14 acres) titled Gateway City Open Space Area. Broomfield hereby agrees to acquire and allow only open space uses or entry feature uses on this parcel and will negotiate in good faith to this end.

4.16 Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019 and 157520000007 (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation Area. Future Use shall be limited to agriculture and low density residential development. Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on these parcels, provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density.

4.17 A parcel numbered 157520000031 (80 acres) on the attached map is currently unincorporated Boulder County. If and when annexed to the City of Louisville, Louisville shall use its best efforts in good faith to require an undeveloped buffer along the northern side of said parcel. The parties agree that only Louisville can annex this property.

4.18 Louisville, Lafayette, and Boulder County agree to initiate a process to amend the existing Lafayette/Louisville Buffer Comprehensive Development Plan Intergovernmental Agreement between the cities of Lafayette and Louisville, to bring the Haight property (Parcel number 157515000012) into conformance with the map portion of Exhibit A.

## **5. RURAL PRESERVATION AREA.**

5.1 Any properties within the Plan Area designated as Rural Preservation Area which are acquired as "open space" shall be acquired in fee or by perpetual conservation easement (as defined in §38-30.5-102, C.R.S.) for open space purposes by any one or more of the Parties, to the extent funds are appropriated and made available for such purpose. The method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a perpetual conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies).

5.2 The right-of-way necessary for construction of the Northwest Parkway or a successor roadway, as shown on Exhibit A, may be obtained at the same time that any Rural Preservation Area property which is sought to be acquired for open space (through which the proposed Northwest Parkway) alignment runs as shown on Exhibit A is acquired; or any Party may acquire the right-of-way necessary for construction of the Northwest Parkway at any other time. Any Party seeking to obtain the proposed right-of-way shall commit to the acquiring Party to purchase the right-of-way upon the same terms and at the same time as the open space acquisition. For this purpose, at the time any Party(ies) contracts to purchase such Rural Preservation Area parcel for open space purposes, such Party(ies) shall provide to each other Party(ies) an option

for purchase of the right-of-way.

5.3 Upon acquisition of any Rural Preservation parcels shown on Exhibit A, the acquiring Party shall provide to each of the other Parties an undivided interest in a perpetual conservation easement upon said lands, providing for restrictions on development and the use in accordance with the terms of this Plan and the site-specific management plan.

5.4 Open space shall serve one or more of the following functions:

- (a) urban shaping between or around municipalities or community service areas and buffer zones between residential and non-residential development;

- (b) preservation of critical ecosystems, natural areas, scenic vistas and area fish and wildlife habitat, natural resources and landmarks, and cultural, historical and archaeological areas;

- (c) linkages and trails, access to public lakes, streams and other usable open space lands, stream corridors and scenic corridors along highways;

- (d) areas of environmental preservation, designated as areas of concern, generally in multiple ownership, where several different preservation methods (including other governmental bodies' participation or private ownership) may need to be utilized;

- (e) conservation of natural resources, including but not limited to forest lands, range lands, agricultural land, aquifer recharge areas, and surface water;

- (f) preservation of land for outdoor recreation areas limited to passive recreational use, including but not limited to hiking, photography or nature studies, and if specifically designated, bicycling, horseback riding, or fishing;

- (g) underground public facilities, including public utility mains and lines; other public facilities may be located thereon where approved by the governing bodies of each of the Parties.

5.5 Once acquired, open space may be used only for the above purposes, and shall be used in accordance with a site-specific management plan approved by the governing body of the acquiring Party(ies) after consultation with the other Parties. Until acquisition, such parcels or portions of parcels shall be subject to the Development Limitations set forth in Section 3 of this Plan.

5.6 Residents of the Cities of Broomfield, Lafayette, and Louisville shall be entitled to use the open space properties acquired by Boulder County pursuant to (and subsequent to the execution of) this Agreement to the same extent and upon the same terms and conditions as all Boulder County residents, irrespective of the county in which such city residents live.

## **6. CITY PRESERVATION AREA.**

6.1 Any properties within the Plan Area designated as City Preservation Area for which perpetual conservation easements are to be



acquired shall be acquired by any one or more of the Parties. The method by which such acquisition will take place, and the terms and conditions of purchase, together with the determination of whether fee title or a perpetual conservation easement will be acquired, shall be at the sole discretion of the acquiring Party(ies). Moreover, no Party shall have any responsibility regarding the acquisition or provision of right-of-way for the Northwest Parkway pursuant to this Agreement until such conservation easement acquisitions have been completed by the other Parties or such regulatory actions have been taken by the other parties to the extent permitted by law to ensure that development on the properties conforms to the use and densities set forth in Section 4 and its subsections above. Any Party is entitled to enforce this provision through an action for specific performance, which shall expressly be understood to include the right to specifically enforce the acquisition of such properties by any Party which is in default of this provision and/or to enforce the provisions of this Agreement upon regulatory actions of any Party and development applications for any parcel subject to this Agreement. It is also expressly understood that the lack of appropriation shall not be a defense to such an action for specific performance so long as Northwest Parkway proceeds have been received and appropriated in the then current and succeeding fiscal years for open space land acquisition and that, because this provision is of the essence to this Agreement, to the extent any Party has performed any action in pursuance of this Agreement, no other Party shall thereafter renege on its obligations pursuant to this intergovernmental agreement. Nothing herein shall be deemed to affect or hinder anticipated open space acquisitions by Louisville and Boulder County in Section 17, T1S, R69W, 6<sup>th</sup> P.M.

6.2 The right-of-way necessary for construction of the Northwest Parkway or a successor roadway, as shown on Exhibit A, may be acquired by any Party(ies) at the same time that any City Preservation Area (through which the proposed "Northwest Parkway" alignment runs as shown on Exhibit A) perpetual conservation easement or fee title is sought to be acquired or any Party(ies) may acquire the right-of-way necessary for construction of the Northwest Parkway at any other time. For this purpose, at the time any Party(ies) contracts to purchase such City Preservation Area perpetual conservation easement or fee title, such Party(ies) shall provide to each other Party(ies) notice of such actions and such Party(ies) shall cooperate with other Party(ies) that wish to purchase right-of-way.

6.3 Upon acquisition of any City Preservation Area parcels shown on Exhibit A, the acquiring Party shall provide to each of the other Parties an undivided interest in a perpetual conservation easement upon said lands, providing for restrictions on development and the use in accordance with the terms of this Plan.

6.4 Within any properties within the Plan Area designated as City Preservation Area a "clustering" concept shall be encouraged wherein allowed residential units shall be concentrated on smaller lots within one portion of the property to preserve larger contiguous areas of undeveloped land,

provided maximum gross densities are not exceeded.

6.5 Each Regulatory Party shall adopt such regulations and take such regulatory actions to the extent permitted by law as necessary to ensure that development on the properties conforms to the uses and densities set forth in section 4 and its subsections above. All regulatory actions required pursuant to this Agreement shall be taken by the relevant Party within 90 days of the effective date of this Agreement. No construction of the Parkway west of U.S. 287 and governed by the Plan shall take place until all Parties have taken all regulatory actions required pursuant to this Agreement.

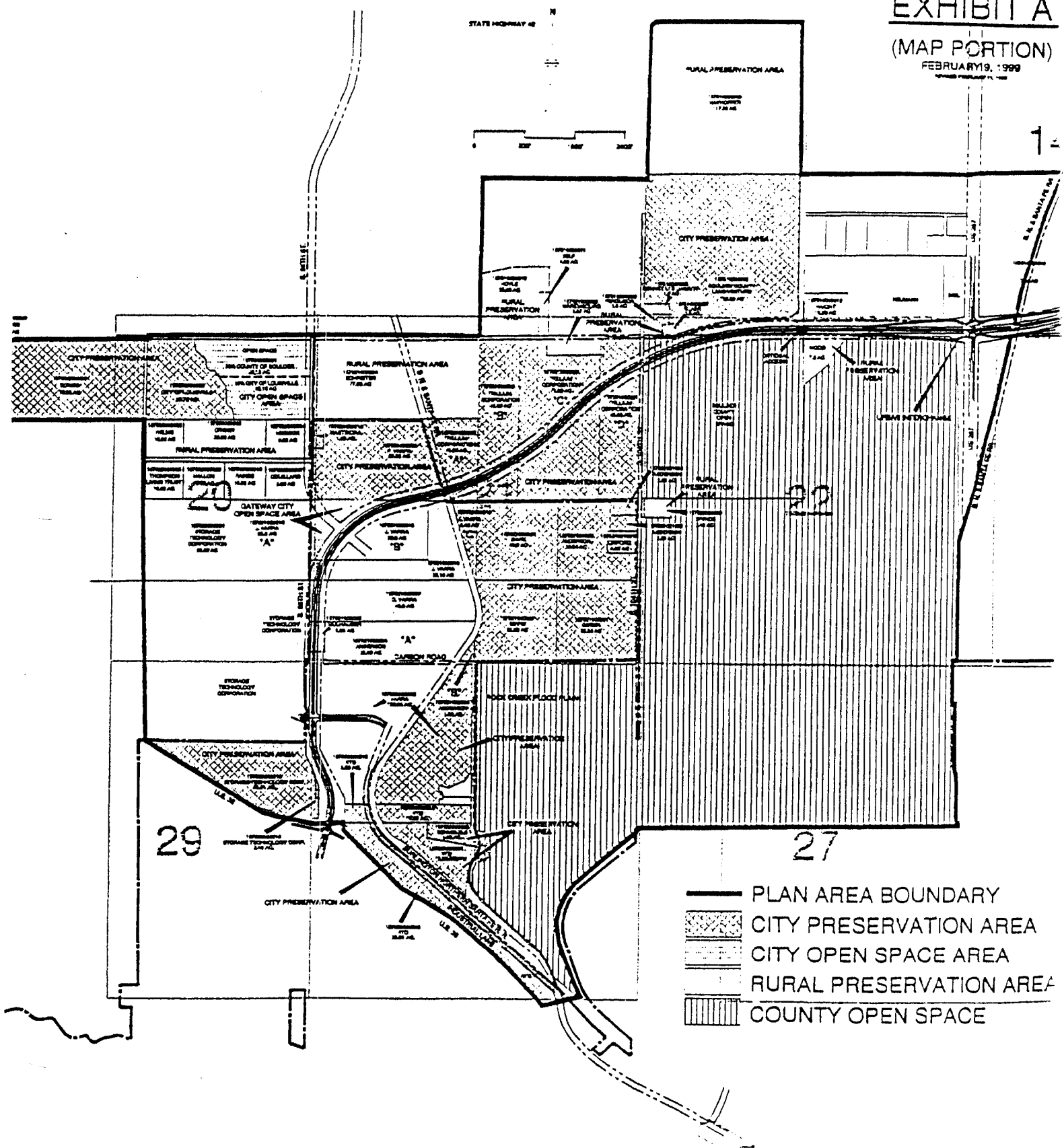
6.6 Should a Party(ies) exercise its power of eminent domain to obtain property interests under this agreement, the Party(ies) shall in its appraisal, performed pursuant to section 38-1-121, C.R.S., or otherwise, value the property at the fair market value based upon the zoning prior to the time of taking the regulatory action.

6.7 The city Parties hereby grant their consent to the purchase or other acquisition, including through the exercise of eminent domain, by Boulder County of any City Preservation parcel or portion thereof for open space purposes.

6.8 If the acquisitions provided for in Section 4 of this Plan, or any of them, have not occurred by January 1, 2005 and there are not sufficient Parkway financing proceeds available then to complete the acquisitions, then the Parties shall meet and negotiate in good faith a plan for financing the balance of the acquisitions, which financing plan shall be adopted by the Parties on or before July 1, 2005.

6.9 Each of the cities in which City Preservation parcels are located agrees that it shall, prior to December 31, 1999, obtain an amendment to its "urban growth boundary" in the approved DRCOG Metro Vision 2020 Plan, placing such City Preservation parcels outside that city's urban growth boundary, and agrees that, based thereon, it will not extend urban utility services to said properties during the term of this Agreement and Plan; except that a city may extend such services to a cluster development authorized by subsection 6.4 and existing homes within the City Preservation Area; and except that no city Party shall be deemed in breach of this provision if required to provide any such services pursuant to a final, non-appealable court order or judgment. Any such amendment, however, shall not be required if said amendment would prevent any city Party from providing said parcels with water and sewer service at the density levels provided under Section 4 Specific Parcels Provision.

## 7.



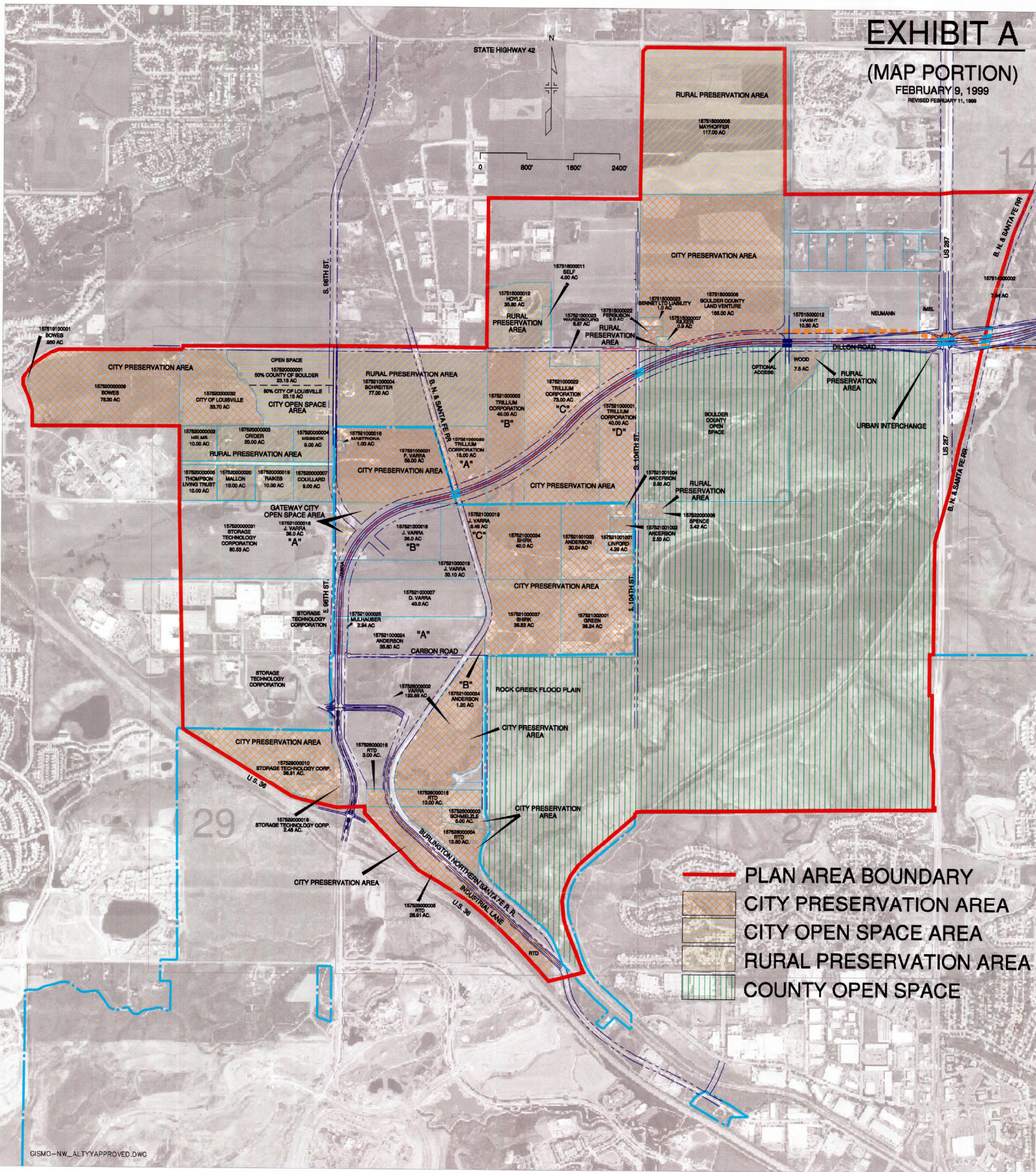


# EXHIBIT A

(MAP PORTION)

FEBRUARY 9, 1999

REVISED FEBRUARY 11, 1999



- PLAN AREA BOUNDARY
- CITY PRESERVATION AREA
- CITY OPEN SPACE AREA
- RURAL PRESERVATION AREA
- COUNTY OPEN SPACE





**INTERGOVERNMENTAL AGREEMENT  
AMENDING THE SOUTHEAST BOULDER COUNTY, SOUTH 96<sup>TH</sup> STREET,  
DILLON ROAD, AND U.S. 287 AREA COMPREHENSIVE DEVELOPMENT PLAN  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement Amending the Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and U.S. 287 Area Comprehensive Development Plan Intergovernmental Agreement (this "Amendment") is made as of the 16<sup>th</sup> day of January, 2001, amending the Southeast Boulder County, South 96<sup>th</sup> Street, Dillon Road, and U.S. 287 Area Comprehensive Development Plan Intergovernmental Agreement dated February 18, 1999 (the "Agreement") by and among the City of Broomfield, a Colorado home rule municipal corporation ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado statutory city ("Louisville"); and the County of Boulder, a body politic and corporate of the State of Colorado ("Boulder County"); (collectively the "Parties"), and the Northwest Parkway Authority, a political subdivision of the State of Colorado ("Authority").

WHEREAS, the Parties have previously entered into the Agreement; and

WHEREAS, the Authority has consented to and is bound by certain requirements of the Agreement; and

WHEREAS, the Parties and Authority now wish to enter into this Amendment to provide review provisions for the approval of drainage and construction easements and to include an exhibit with respect to the same; to revise the Parkway financing allocation and clarify the use of such allocation; and to provide for additional Authority funding obligations for acquisitions of open space lands in furtherance of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 4.1 of the Agreement is hereby amended to read as follows:

**4.1 NORTHWEST PARKWAY.** Boulder County currently regulates the site selection of arterial or collector highways, pursuant to §24-65.1-101 et seq., C.R.S. Boulder County agrees that the acquisition of right-of-way for the Northwest Parkway as indicated on Exhibit A approximately 300 feet in width and the construction of the roadway, across the parcels shown on Exhibit A to contain potential right-of-way, and along an alignment reasonably conforming to that shown on Exhibit A shall be exempt from the guidelines and regulations adopted by Boulder County pursuant to §24-65.1-101 et seq., C.R.S. if the right-of-way does not encroach more than 50 feet into the Rock Creek Farm Open Space. Additional encroachment into the Rock Creek Farm Open Space may be allowed only at the discretion of Boulder County. Where necessary for on/off ramps at interchanges, for slope easements at interchanges and overpasses, and for permanent drainage easements and temporary construction easements, the width may exceed 300 feet to



the extent of such necessity. Boulder County and Louisville hereby approve the proposed permanent drainage and temporary construction easements identified in Exhibit B attached to this Agreement. Within 10 business days of receipt by Boulder County and Louisville of final permanent drainage and temporary construction easements, Boulder County and Louisville shall review and determine whether to approve such final easements and approval shall not be unreasonably withheld for any such easement that does not vary from that shown on Exhibit B by more than 50 feet in any direction.

While the final design of the roadway is to be determined at a later date, the Parties agree to the following:

2. Section 4.3 of the Agreement is hereby amended to read as follows:

**4.3 ALLOCATION OF PARKWAY FINANCING PROCEEDS.** The Parties and the Authority agree, and the consents set forth in subsection 4.1.7 are expressly conditioned upon the requirements, that \$36 million will be allocated from the initial Parkway financing proceeds as well as other Authority revenues for right-of-way acquisition, design engineering and the construction of South 96th Street pursuant to subsection 4.2.1., of West Midway Boulevard pursuant to subsection 4.2.2. and of a Dillon Road connection across the U.S. 287 corridor pursuant to subsection 4.1.5. and that a minimum of \$10 million will be allocated from the initial Parkway financing proceeds for open space and conservation easement acquisition. The Parties and the Authority also agree that the Authority shall pay an additional \$10 million for open space from Authority revenues to the Parties on or before December 31, 2008. Said additional \$10 million shall be expended by the Parties for acquisitions of permanent open space located within the Plan Area of this Agreement and shall be allocated as follows: Louisville, Broomfield and Boulder County shall each receive \$3 million and Lafayette shall receive \$1 million. For purposes of this section 4.3, permanent open space may include either conservation easements and/or fee simple ownership. If the said additional \$10 million is paid over several years, each payment shall be divided amongst the four Parties pro rata in accordance with the ration of total payments each is entitled to under this section 4.3. Said additional \$10 million for open space may be used for the purchase of any City Preservation Area or Rural Preservation Area property for permanent open space and/or reimbursement of expenditures of the Parties for previously acquired permanent open space properties within the Plan Area for which no previous reimbursement pursuant to other provisions of this Agreement has been received. The Parties agree, upon acquisition of each permanent open space property, to forthwith provide an undivided interest in a perpetual conservation easement to each of the other Parties covering the entirety of such property ensuring the perpetual use of the property as open space.

An illustrative allocation of the initial Parkway financing proceeds and other Authority revenues is as follows - actual totals may vary depending upon financing and Parkway design:



Total bond issue \$255M  
Initial open space and conservation  
easement allocation \$ 10M\*  
Roads allocation \$ 36M (see table below - amounts to  
be paid from initial Parkway financing proceeds and from other Authority revenues  
as stated in table)

\* Paid solely from initial Parkway financing proceeds. To be provided equally to Broomfield and Louisville for perpetual conservation easement or fee title land purchases for five years after the Parkway financing proceeds are made available and after which, the Parties will agree on the allocation of remaining funds. If Broomfield and Louisville expend funds for permanent conservation easements or fee title land purchases in advance of Parkway financing proceeds being available, Broomfield and Louisville are entitled to be reimbursed equally when such proceeds are available. To the extent these acquisitions are totally funded by bond proceeds, title to the properties so acquired shall vest in the Authority or other entity that issued the bonds, with an undivided interest in a conservation easement ensuring preservation of such properties as open space granted to or reserved by each of the Parties.

Road Priority for Minimum \$36M Listed Above**	
1	Dillon Road - \$12 million in improvements, at least \$11 million of which must come from initial bond proceeds.
2	South 96 <sup>th</sup> Street - \$12 million in improvements, up to \$2 million of which must come from initial bond proceeds to reimburse Louisville for preliminary 96 <sup>th</sup> Street improvement work. The Authority shall complete the 96 <sup>th</sup> Street improvements or shall, if requested by Louisville, pay such funds to Louisville for Louisville to complete the 96 <sup>th</sup> Street improvements, and the funds shall be used only for such improvements. If the Authority completes the 96 <sup>th</sup> Street improvements, Louisville shall have the right to audit the total expenditure of the \$12 million in improvements, and the Authority will begin 96 <sup>th</sup> Street construction on the same date as the Notice to Proceed is issued for the Design/Build Contract for the Northwest Parkway. The Authority must make every effort to complete 96 <sup>th</sup> Street prior to the time the Northwest Parkway opens for toll collection. However, if the 96 <sup>th</sup> Street construction is delayed due to any environmental approval process, or any local, state, or federal regulatory approval process,



	or any right-of-way acquisition delay, the Northwest Parkway will not be delayed from opening for either free, or tolled traffic. In the event of such a construction delay, the Authority shall proceed as expeditiously as possible to complete the 96 <sup>th</sup> Street improvements. Louisville and the Authority shall enter into future agreements as necessary to implement this item #2.
3	West Midway Boulevard - \$12 million in improvements from future Authority net revenues.

**\*\* Any remaining funds after projects are completed will be applied to implementation of the Northwest Parkway.**

No Party which is a member of any public highway authority established to create the roadway referred to herein as the Northwest Parkway shall permit its representative(s) on the Board of Directors of said authority to authorize a bond issue to finance Northwest Parkway right-of-way acquisition or construction costs by such authority without inclusion of the \$20 million for perpetual conservation easements and fee title land acquisition or without inclusion of the \$36 million for road improvements as provided in this section. Further, the consents set forth under subsection 4.1.7. of this Agreement are expressly conditioned upon the requirements that the governing body(ies) of the entity(ies) created to construct the Northwest Parkway will include in and make available from the Northwest Parkway financing proceeds the \$10 million for perpetual conservation easement and fee title land acquisitions, the \$10 million for additional open space from future net revenues, and the \$36 million for road improvements as provided in this section, and that such entity(ies) will exercise its powers and construct the Northwest Parkway in accordance with this Agreement. No consent set forth under subsection 4.1.7. shall benefit such entity(ies) until the governing body(ies) of the entity(ies) has executed a consent stating it agrees to be bound by these requirements, which consent shall be delivered to, run in favor of, and enforceable by the Parties hereto.

Conservation easements and lands purchased in fee shall be held for the purposes set forth in §5.4 of the Plan, to preclude additional development, except as specified in this Agreement, on such lands in perpetuity as community buffers and to preclude additional traffic generation on the Parkway.

3. Exhibit A of the Agreement is hereby amended by deleting the Exhibit A map dated February 9, 1999 and replacing it with a new Exhibit A map dated April 10, 2000, attached hereto.





4. The Agreement is hereby amended by adding as Exhibit B, a map that identifies proposed permanent drainage easements and temporary construction easements, attached hereto.
5. The Authority enters into this Amendment in order to undertake the obligations and obtain the benefits under sections 4.1 and 4.3 of the Agreement as amended by this Amendment. The obligations of the Authority under the Agreement, as amended by this Amendment shall be enforceable notwithstanding the fact that the Authority was not a party to the Agreement.
6. This Amendment shall not take effect unless and until executed by all Parties and the Authority.
7. In addition to all remedies available for enforcement of this Amendment as set forth in section 9 of the Agreement, the provisions of this Amendment and the Agreement may be enforced by mandamus. In particular, the obligations for the appropriation and payment of monies under this Amendment and the Agreement may be enforced by mandamus in addition to all other remedies set forth in section 9.
8. The other terms and conditions of the Agreement shall remain in force and effect.
9. A separate copy of this Amendment may be signed by each Party, separately, and when each Party has executed at least one copy hereof, such copies taken together shall be deemed to be a full and complete instrument and a single document.



IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

**CITY OF BROOMFIELD**

By: Bill Berens  
Bill Berens, Mayor

JANUARY 9, 2001  
Date

ATTEST:

Vicki Mau  
City Clerk

APPROVED AS TO FORM:

Roy Howard  
Roy Howard, City Attorney

**CITY OF LAFAYETTE**

By: \_\_\_\_\_  
Sue Klempan, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Athenour, City Clerk

\_\_\_\_\_  
Patricia C. Tisdale, City Attorney

**CITY OF LOUISVILLE**

By: \_\_\_\_\_  
Tom Davidson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Samuel J. Light, City Attorney



IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

**CITY OF BROOMFIELD**

By: \_\_\_\_\_  
Bill Berens, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Roy Howard, City Attorney

**CITY OF LAFAYETTE**

By: Sue Klempan  
Sue Klempan, Mayor

1-31-2001  
Date

ATTEST:

APPROVED AS TO FORM:

Patricia Athenour  
Patricia Athenour, City Clerk

Patricia C. Tisdale  
Patricia C. Tisdale, City Attorney

**CITY OF LOUISVILLE**

By: \_\_\_\_\_  
Tom Davidson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Samuel J. Light, City Attorney

IN WITNESS WHEREOF, the Parties and the Authority have executed this Amendment to be effective as of the date first set forth above.

**CITY OF BROOMFIELD**

By: \_\_\_\_\_  
Bill Berens, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Roy Howard, City Attorney

**CITY OF LAFAYETTE**

By: \_\_\_\_\_  
Sue Klempan, Mayor

\_\_\_\_\_  
Date

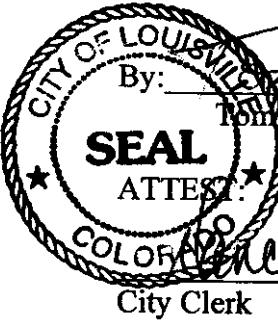
ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Athenour, City Clerk

\_\_\_\_\_  
Patricia C. Tisdale, City Attorney

**CITY OF LOUISVILLE**

By: \_\_\_\_\_  
Tom Davidson, Mayor  
ATTEST: \_\_\_\_\_  
City Clerk

February 2, 2001  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
\_\_\_\_\_  
Samuel J. Light, City Attorney



COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: Jana L. Mendez  
Jana L. Mendez, Chair

02/06/2001  
Date

Paul D. Danish  
Paul D. Danish, Vice Chair

02/06/2001  
Date

Ronald K. Stewart  
Ronald K. Stewart, Commissioner

02/06/2001  
Date

ATTEST:

Susan M. Ashcraft  
Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Hoyt  
H. Lawrence Hoyt, County Attorney

The NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY (the "Authority") hereby approves and consents to the obligations of the Authority as provided in the Agreement and the Amendment.

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: \_\_\_\_\_  
Steve Hogan, Executive Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
T. Edward Icenogle, Counsel



COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jana L. Mendez, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Paul D. Danish, Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald K. Stewart, Commissioner

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
H. Lawrence Hoyt, County Attorney

The NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY (the "Authority") hereby approves and consents to the obligations of the Authority as provided in the Agreement and the Amendment.

NORTHWEST PARKWAY PUBLIC HIGHWAY AUTHORITY

By: Stephen D. Hogan  
Steve Hogan, Executive Director

January 26, 2001  
Date

APPROVED AS TO FORM:

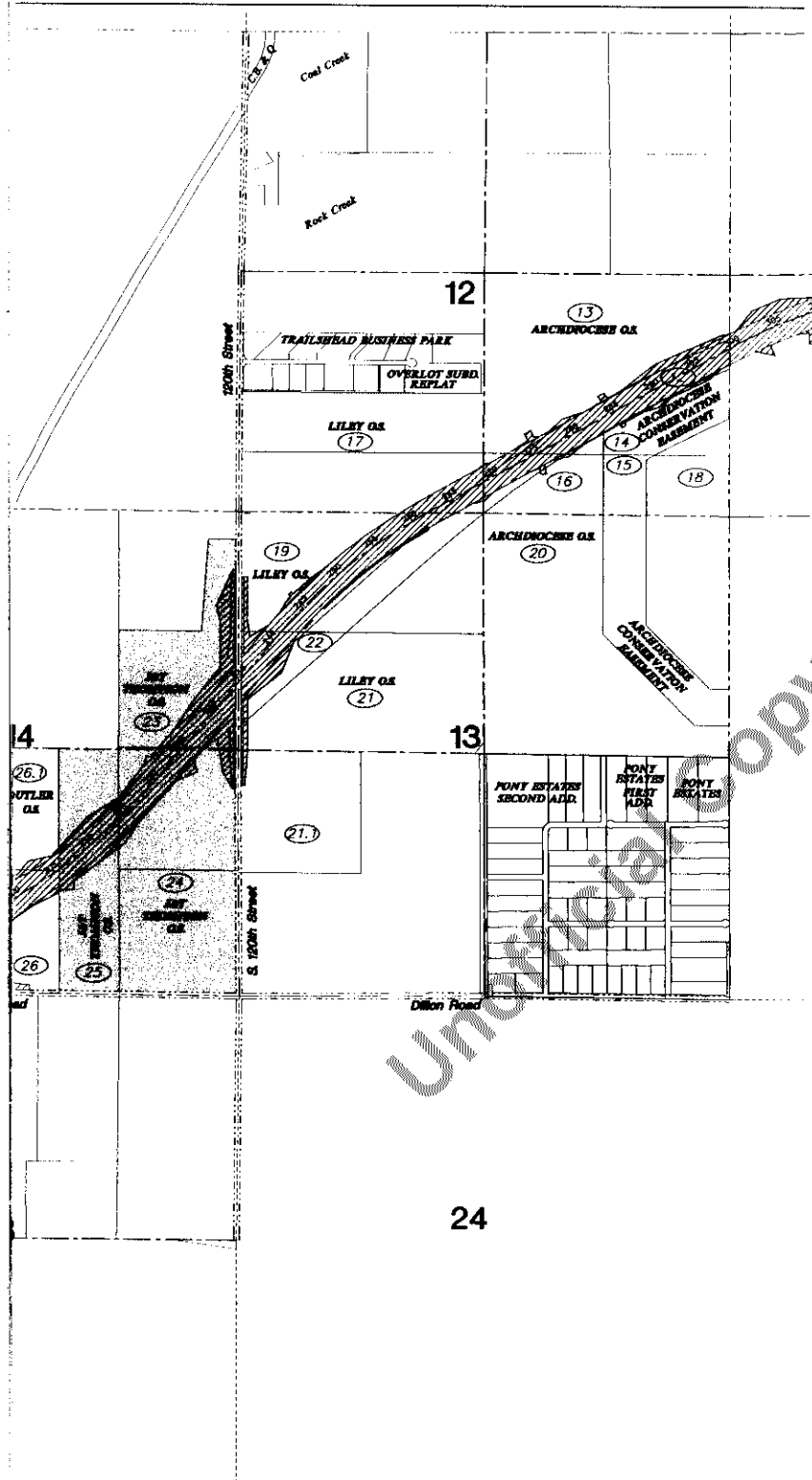
T. Edward Icenogle  
T. Edward Icenogle, Counsel

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










NW PAR



BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS



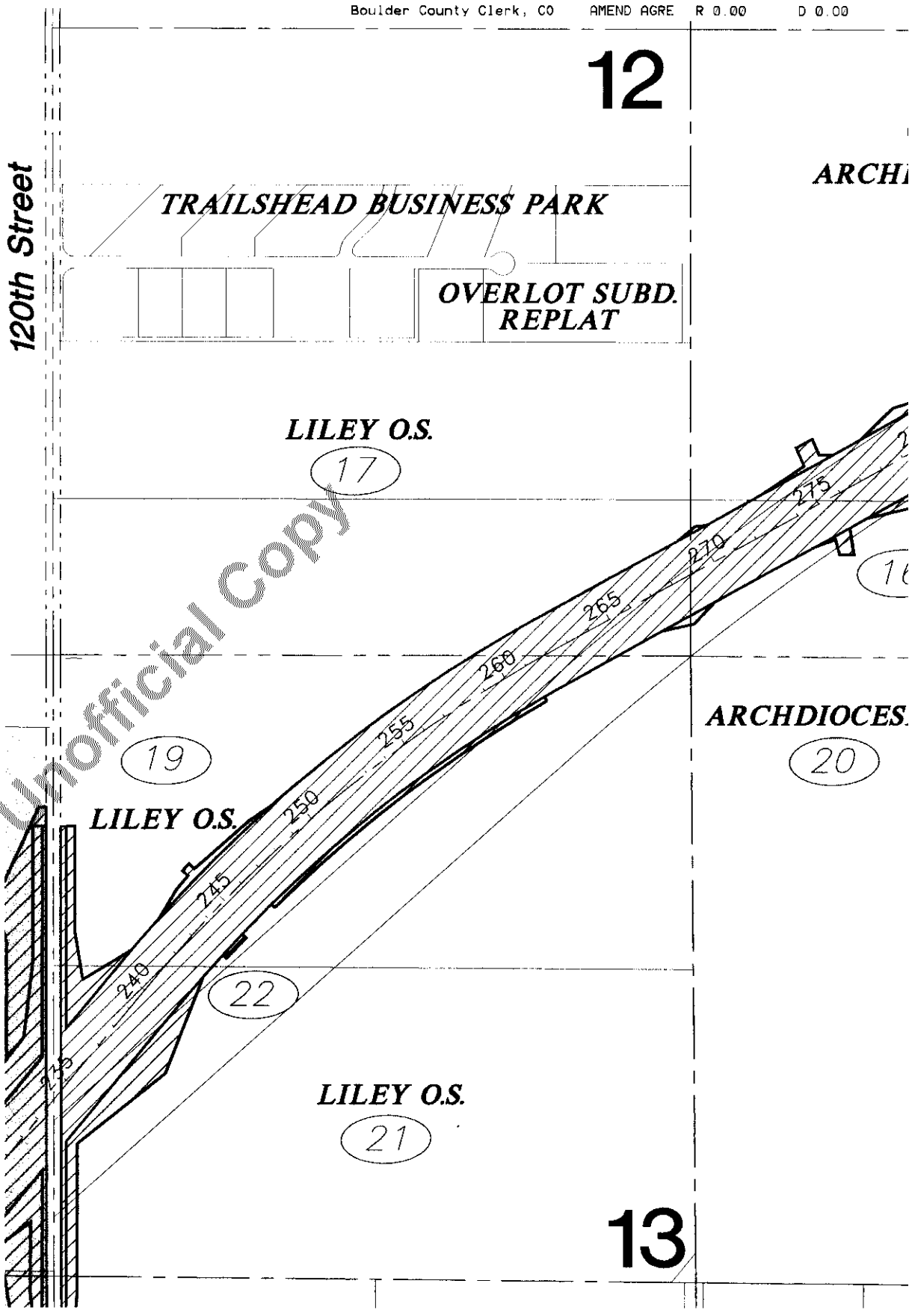
LEGEND

-  NW PARKWAY PARCEL
-  SECTION LINE
-  QUARTER SECTION LINE
-  PROPERTY LINE
-  ROAD ROW
-  PROPOSED NW PARKWAY RIGHT-OF-WAY
-  PROPOSED NW PARKWAY PERMANENT EASEMENT
-  PROPOSED NW PARKWAY TEMPORARY EASEMENT
-  BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE
-  BOULDER COUNTY PARCEL
-  CITY OF BROOMFIELD ROADWAY PARCEL

WAY	BOULDER COUNTY PARCELS NORTHWEST PARKWAY	ISSUE DATE: STRUCTURE NUMBER:	PACKAGE NUMBER S:\20035001\BOULDER\BOULDER.DWG	SHEET NUMBER 1 OF 6	
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DATE OF PLOT: 02/06/2001  
DRAWING FILE: BOULDER.DWG



DESIGNED BY:	ISSUE RECORD						
DRAFTED BY: LEL	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE
CHECKED BY: LEL							

**Western States**  
**SURVEYING, Inc.**  
19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7436

NW PAR

BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS

SECTION 12 & 13, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST

LEGEND

13

SECTION LINE

QUARTER SECTION LINE

PROPERTY LINE

ROAD ROW

PROPOSED NW PARKWAY RIGHT-OF-WAY

PROPOSED NW PARKWAY PERMANENT EASEMENT

PROPOSED NW PARKWAY TEMPORARY EASEMENT

BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE

BOULDER COUNTY PARCEL

CITY OF BROOMFIELD ROADWAY PARCEL

0 150 300 600

SCALE: 1" = 300.00'

N

ACREAGE TABULATION

Parcel Name	Parcel #	Area Name	ROW Need Acres	ROW Have Acres	PE Need Acres	PE Have Acres	TE Need Acres	TE Have Acres
Archdiocese Open Space (AOS)	13, 14, 28	PE AOS RT A			1.44			
		PE AOS RT B				0.11		
		PE AOS RT C				0.02		
		PE AOS RT D			0.11			
		PE AOS RT E				0.003		
		PE AOS RT F			0.23			
		PE AOS RT G			0.23			
		PE AOS RT H			0.02			
		PE AOS LT A				0.17		
		PE AOS LT B			0.20			
		PE AOS LT C				0.11		
		PE AOS LT D			0.07			
		PE AOS LT E				0.08		
		PE AOS LT F				0.06		
		ROW AOS A	0.48					
		ROW AOS B		19.97				
		ROW AOS C	1.26					
		ROW AOS D	0.02					
		ROW AOS E	0.01					
		Total ROW Required	20.83					
Archdiocese Conservation Easement (ACE)	14, 15	Total PE Required			2.85			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		21.40				
		PE ACE LT A			0.63			
		PE ACE LT B			0.003			
		ROW ACE A	0.19					
Liley Open Space (LOS)	26, 1	Total ROW Required	0.19		0.63			
		Total PE Required			0.63			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				
		PE LOS RT A			0.01			
		PE LOS RT B			0.33			
		PE LOS RT C			1.13			
		PE LOS LT A				0.06		
		PE LOS LT B				0.12		
		PE LOS LT C			0.54			
		PE LOS LT D			0.06			
		PE LOS LT E			0.07			
		PE LOS LT F				1.80		
		PE LOS LT G			0.66			
		ROW LOS A	21.49					
		ROW LOS B		0.31				
		ROW LOS C		1.95				
		ROW LOS D		0.83				
		Total ROW Required	24.59					
		Total PE Required			4.76			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		24.35				

ROW = Right-of-Way  
PE = Permanent Easement  
TE = Temporary Easement

13  
IOCESE O.S.

ARCHDIOCESE  
CONSERVATION  
EASEMENT

ARCHDIOCESE  
CONSERVATION  
EASEMENT



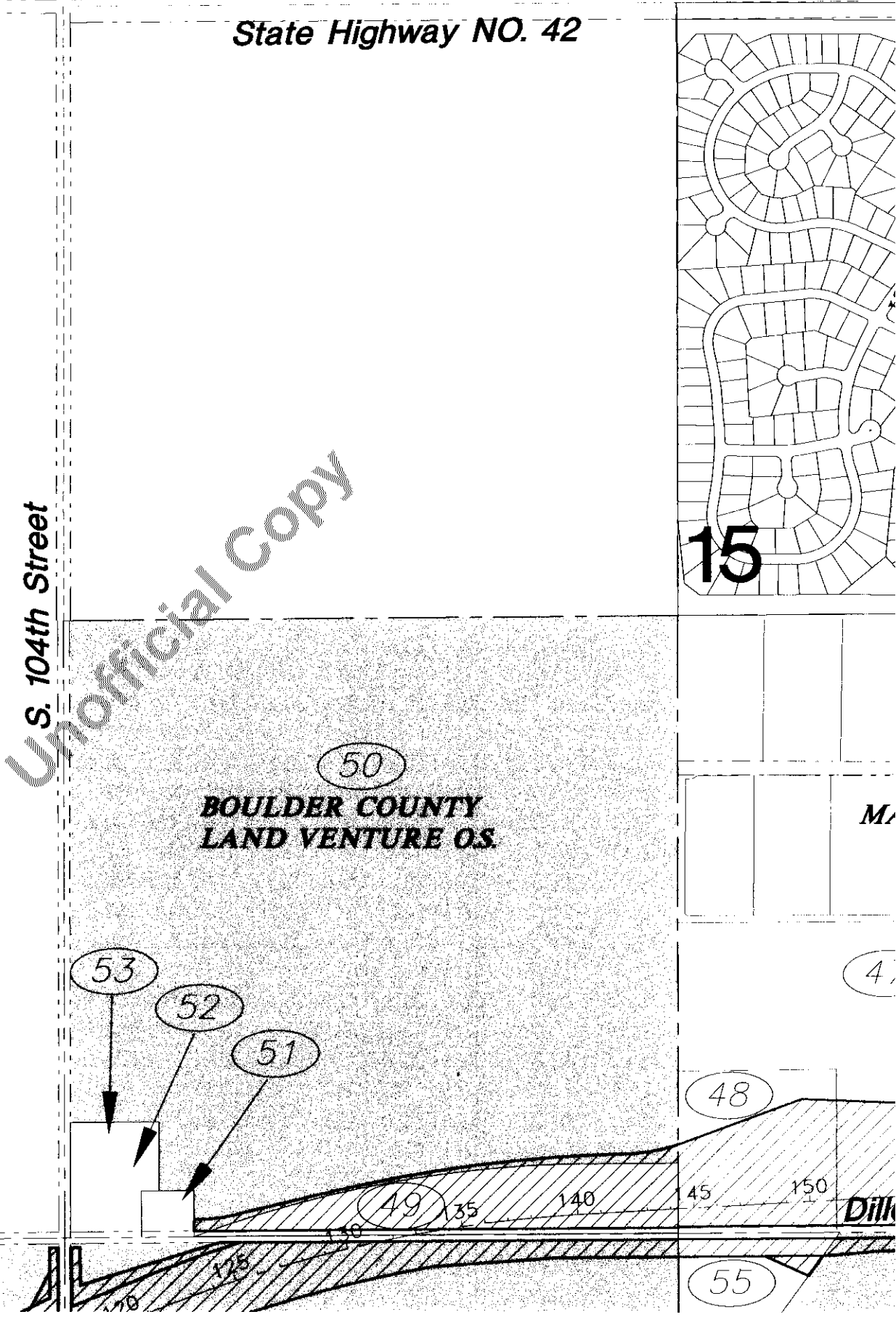
State Highway NO. 42

DATE OF PLOT: 02/06/2001

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Unofficial Copy

S. 104th Street



DESIGNED BY:	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE
DRAFTED BY: LEL								
CHECKED BY: LEL								

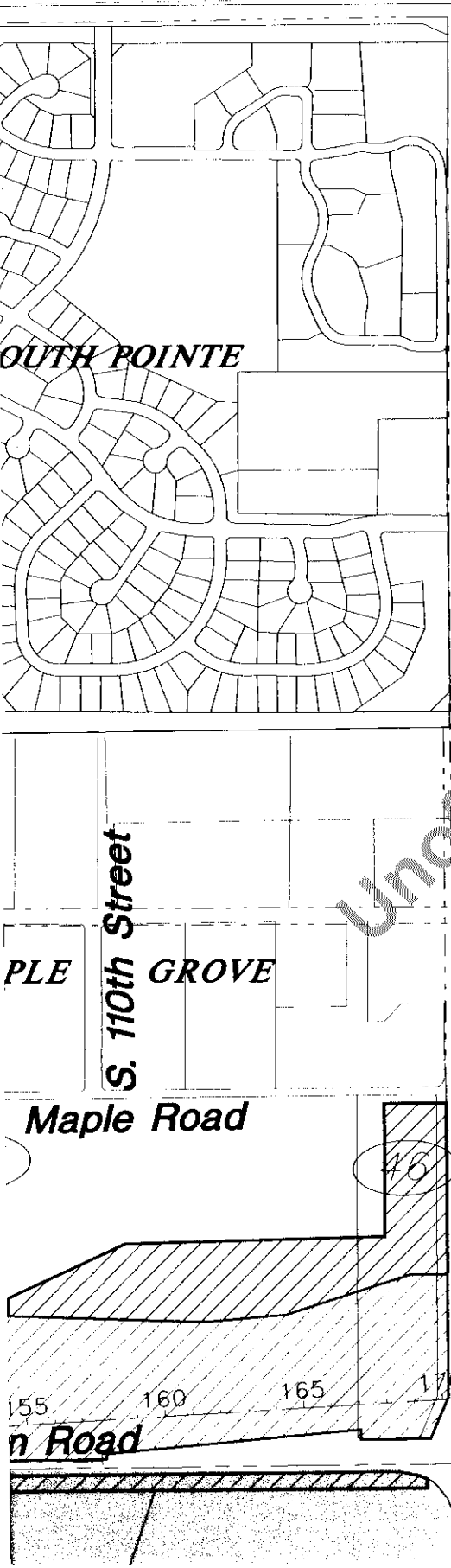
**western states**  
**SURVEYING, Inc.**  
19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7436

NW PAR

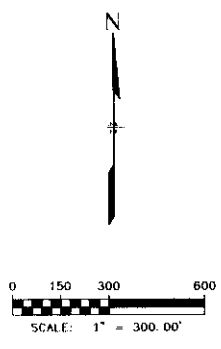


BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS

SECTION 15, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST



U.S. Highway No. 287



LEGEND

- (13) NW PARKWAY PARCEL
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY LINE
- ROAD ROW
- PROPOSED NW PARKWAY RIGHT-OF-WAY
- PROPOSED NW PARKWAY PERMANENT EASEMENT
- PROPOSED NW PARKWAY TEMPORARY EASEMENT
- BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE
- BOULDER COUNTY PARCEL
- CITY OF BROOMFIELD ROADWAY PARCEL

ACREAGE TABULATION

Parcel Name	Parcel #	Area Name	ROW Need Acres	ROW Have Acres	PE Need Acres	PE Have Acres	TE Need Acres	TE Have Acres
Boulder County	50	ROW BCLV	142					
Land Venture		Total ROW Required	10.67					
Open Space (BCLV)		Total PE Required			0.00			
		Total TE Required					0.00	
	49	Total Fee Acquired by City of Broomfield		9.25				

ROW = Right-of-Way  
PE = Permanent Easement  
TE = Temporary Easement



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Page: 17 of 22

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Boulder County Clerk, CO

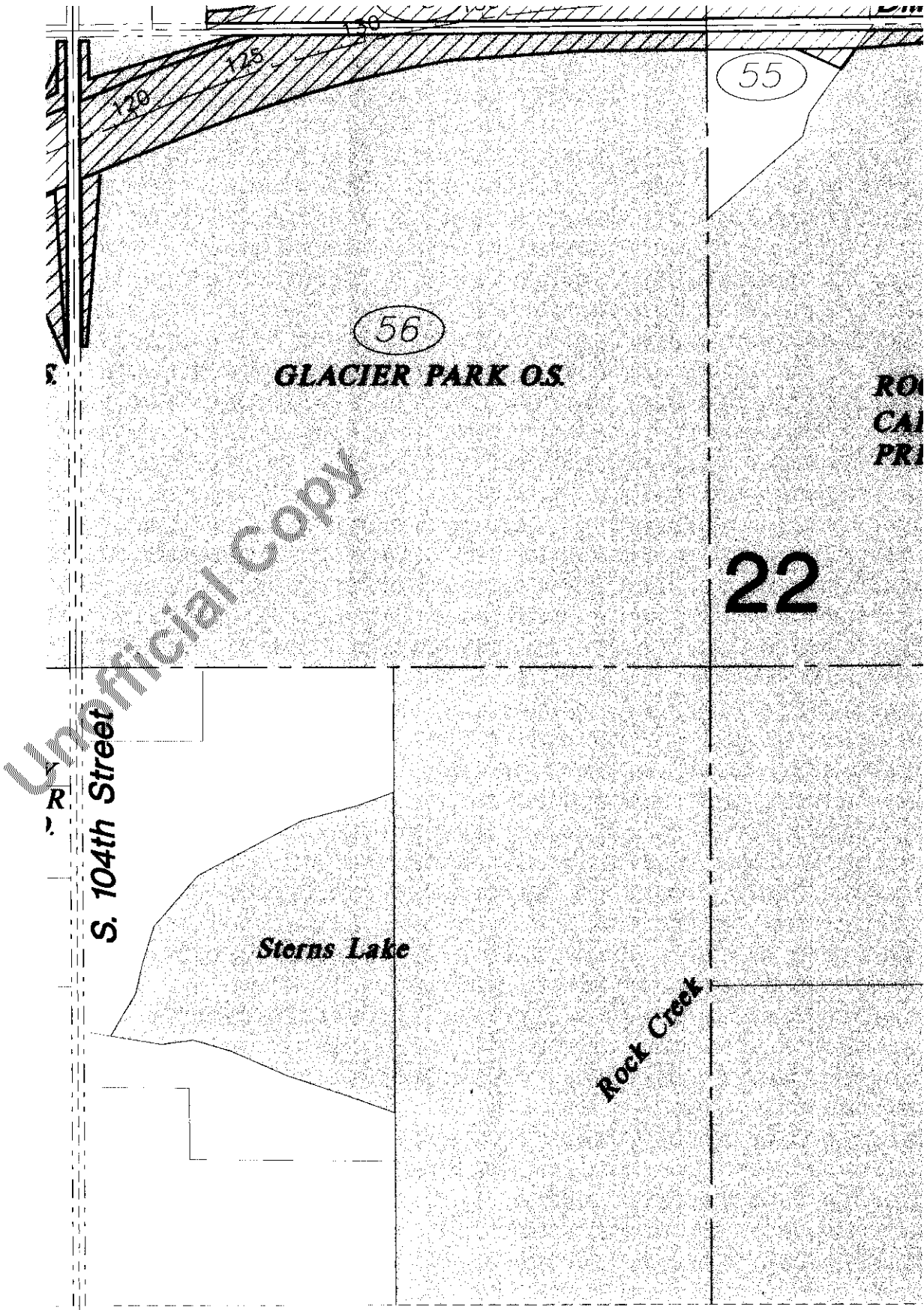
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 **western states**  
**SURVEYING, Inc.**  
19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7436

NW PAR



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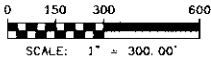
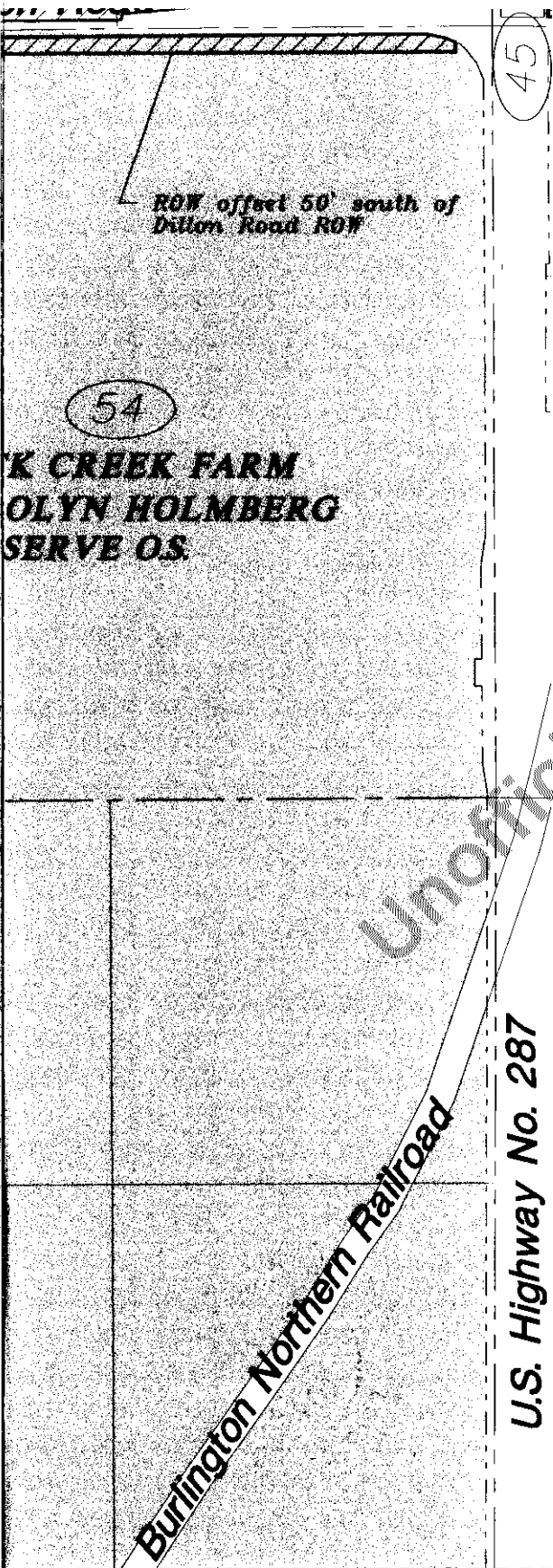
Page: 18 of 22

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BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS

SECTIONS 22, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST



LEGEND

- 13 NW PARKWAY PARCEL
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY LINE
- ROAD ROW
- PROPOSED NW PARKWAY RIGHT-OF-WAY
- PROPOSED NW PARKWAY PERMANENT EASEMENT
- PROPOSED NW PARKWAY TEMPORARY EASEMENT
- BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE
- BOULDER COUNTY PARCEL
- CITY OF BROOMFIELD ROADWAY PARCEL

ACREAGE TABULATION

Parcel Name	Parcel #	Area Name	ROW Need Acres	ROW Have Acres	PE Need Acres	PE Have Acres	TE Need Acres	TE Have Acres
Rock Creek Farm Carolyn Holmberg Preserve Open Space	54	ROW Rock RT	2.53					
		Total ROW Required	2.53					
		Total PE Required			0.00			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				
Glacier Park Open Space	56	ROW Glacier	11.38					
		PE Glacier RT			0.78			
		PE Glacier LT			0.91			
		Total ROW Required	11.38		1.69			
		Total PE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				

ROW = Right-of-Way  
PE = Permanent Easement  
TE = Temporary Easement

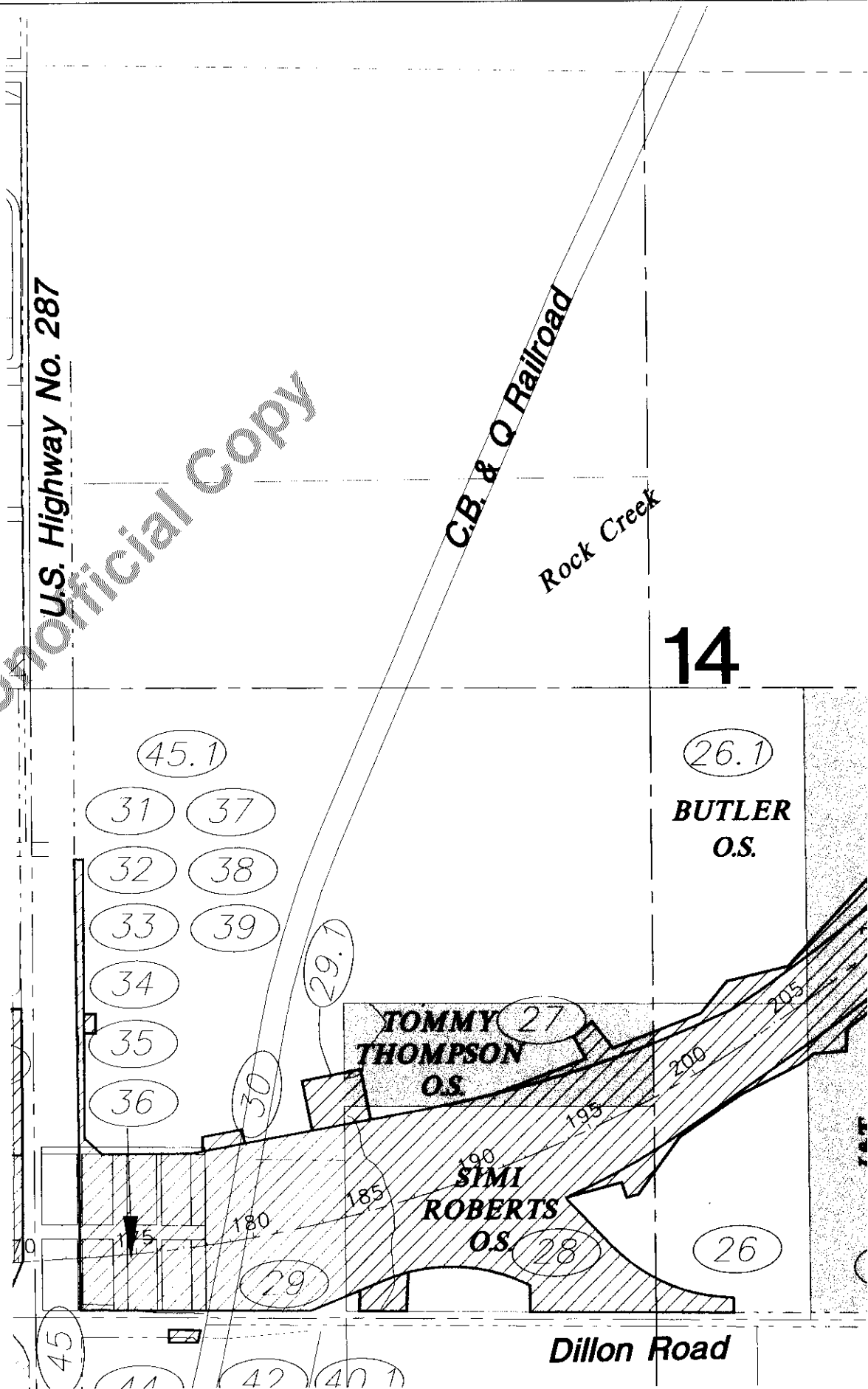
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	NORTHWEST PARKWAY	STRUCTURE NUMBER:	S:\20035001\BOULDER\BOULDER.DWG	5 OF 6



DATE OF PLOT: 02/06/2001

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**Western States**  
**SURVEYING, Inc.**  
19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7438

NW PA

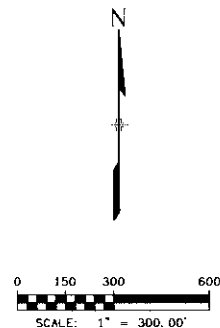


BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS

SECTION 14, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST

LEGEND

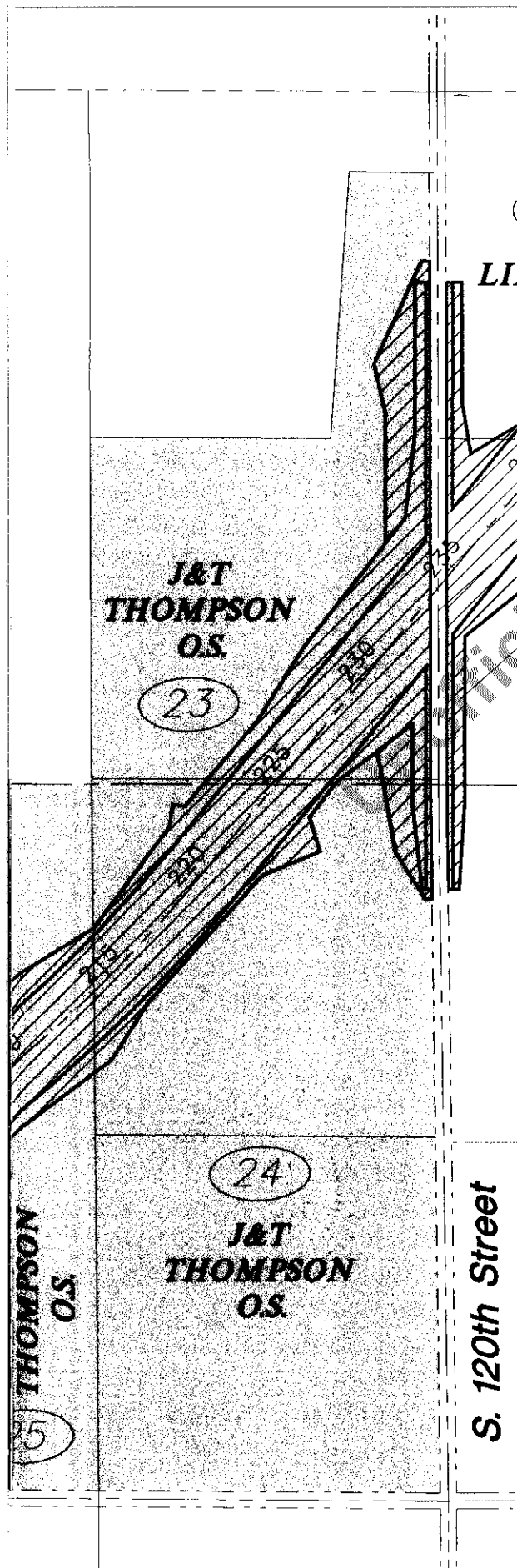
- 13 NW PARKWAY PARCEL
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY LINE
- ROAD ROW
- PROPOSED NW PARKWAY RIGHT-OF-WAY
- PROPOSED NW PARKWAY PERMANENT EASEMENT
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- BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE
- BOULDER COUNTY PARCEL
- CITY OF BROOMFIELD ROADWAY PARCEL



ACREAGE TABULATION

Parcel Name	Parcel #	Area Name	ROW Need Acres	ROW Have Acres	PE Need Acres	PE Have Acres	TE Need Acres	TE Have Acres
J & T Thompson Open Space (TOS)	23, 24, 25	PE TOS LT A			5.62			
		PE TOS RT A			3.82			
		ROW TOS A	19.96					
		TE TOS LT A					1.22	
		TE TOS RT A					2.16	
		Total ROW Required	19.96					
		Total PE Required			9.43			
		Total TE Required					3.38	
		Total Fee Acquired by City of Broomfield		0.00				
Butler Open Space (BOS)	26	PE BOS LT A			0.37			
		PE BOS RT A			0.47			
		ROW BOS A	5.21					
		Total ROW Required	5.21					
		Total PE Required			0.84			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				
Butler Open Space-1 (BOS-1)	26.1	PE BOS-1 LT A			0.57			
		ROW BOS-1 A	0.63					
		Total ROW Required	0.63					
		Total PE Required			0.57			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				
Thompson Open Space (TOS-1)	27	PE TOS-1 LT A			0.79			
		PE TOS-1 LT B			0.31			
		ROW TOS-1 A	2.70					
		Total ROW Required	2.70					
		Total PE Required			1.10			
		Total TE Required					0.00	
Simi Roberts Open Space (SROS)	28	PE SROS LT A			0.15			
		PE SROS RT A			0.52			
		PE SROS RT B			0.59			
		ROW SROS A	20.40					
		Total ROW Required	20.40					
		Total PE Required			1.26			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				

ROW = Right-of-Way  
PE = Permanent Easement  
TE = Temporary Easement



BOULDER COUNTY PARCELS  
NORTHWEST PARKWAY

ISSUE DATE:

STRUCTURE NUMBER:

PACKAGE NUMBER

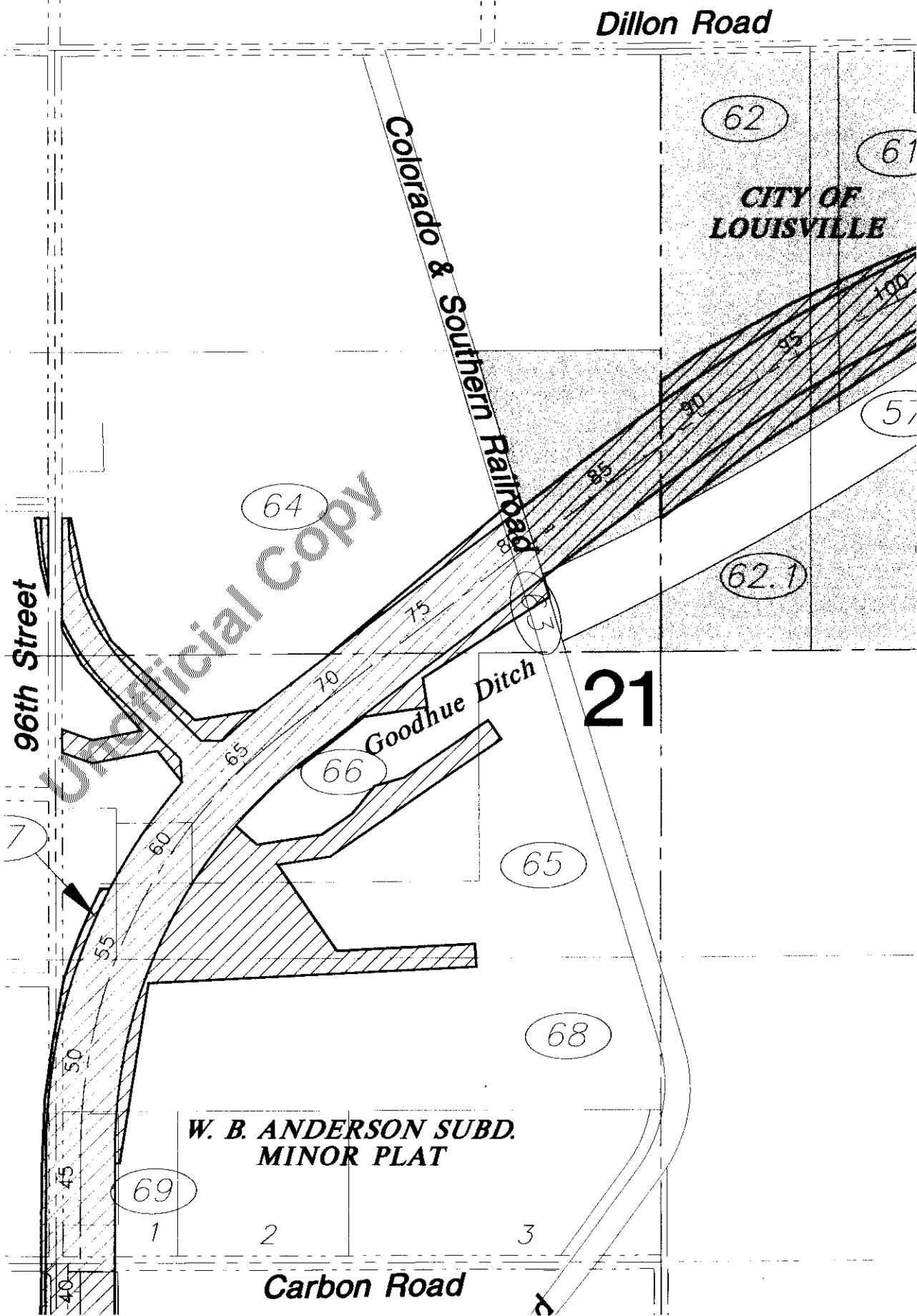
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SHEET NUMBER

3 OF 6

DATE OF PLOT: 02/06/2001

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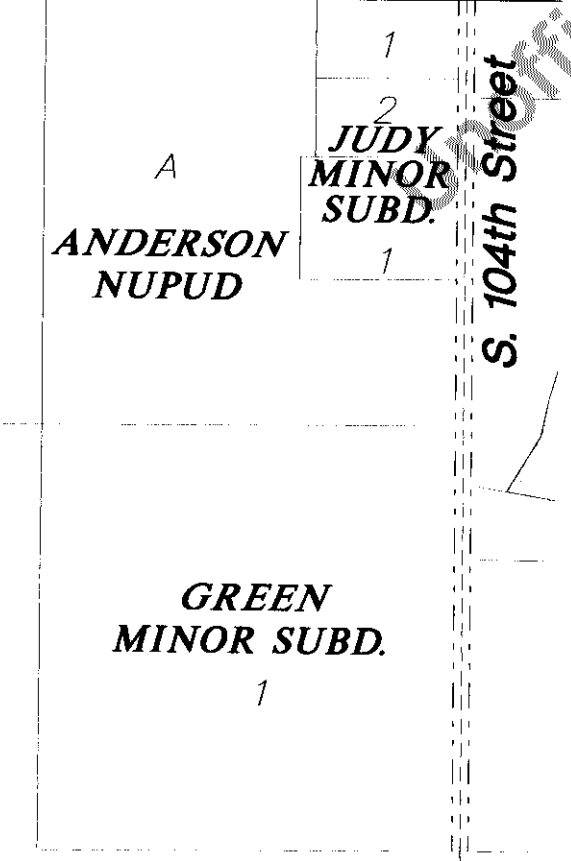
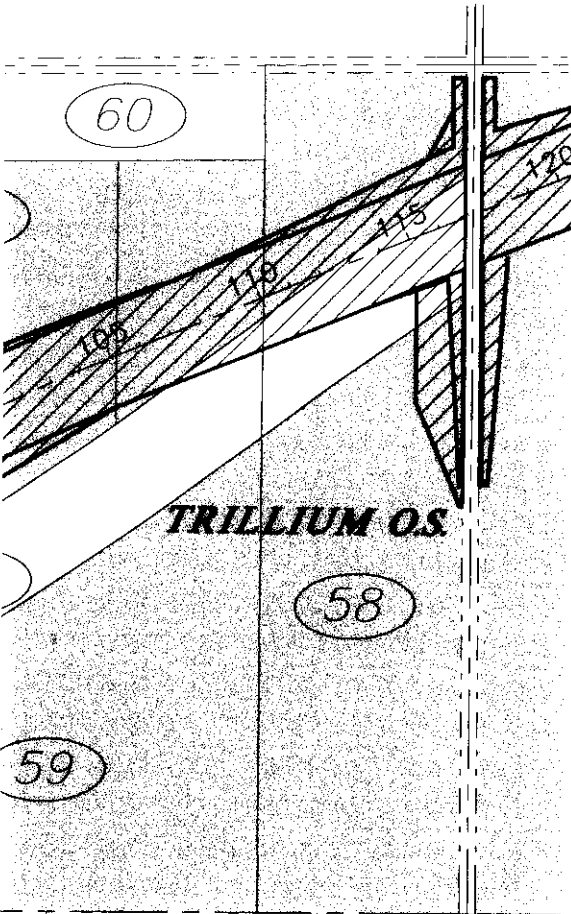
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CHECKED BY: LEL								

 **Western States**  
**SURVEYING, Inc.**  
19029 EAST PLAZA DRIVE, SUITE 252  
PARKER, COLORADO 80134 (303) 841-7436

NW PAR





BOULDER COUNTY  
OPEN SPACE & CONSERVATION  
EASEMENT PARCELS  
SECTION 21, TOWNSHIP 1 SOUTH,  
RANGE 69 WEST




LEGEND

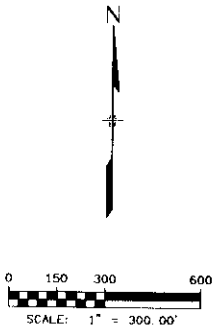
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NW PARKWAY PARCEL
- SECTION LINE
- QUARTER SECTION LINE
- PROPERTY LINE
- ROAD ROW
- 

PROPOSED NW PARKWAY RIGHT-OF-WAY
- 

PROPOSED NW PARKWAY PERMANENT EASEMENT
- 

PROPOSED NW PARKWAY TEMPORARY EASEMENT
- BOULDER COUNTY PARCEL PURCHASED W/SALES TAX REVENUE
- BOULDER COUNTY PARCEL
- CITY OF BROOMFIELD ROADWAY PARCEL



ACREAGE TABULATION

Parcel Name	Parcel #	Area Name	ROW Need Acres	ROW Have Acres	PE Need Acres	PE Have Acres	TE Need Acres	TE Have Acres
TRILLIUM Open Space (TrOS)	58, 59, 62	PE TrOS LT A			0.92			
		PE TrOS LT B			0.02			
		PE TrOS RT A			0.36			
		PE TrOS RT B				0.12		
		ROW TrOS A	0.05					
		ROW TrOS B		3.17				
		ROW TrOS C	4.92					
		ROW TrOS D		0.01				
		TE TrOS LT A					0.10	
		TE TrOS RT A					1.17	
		TE TrOS RT BA						0.22
		Total ROW Required	8.15					
		Total PE Required			1.43			
		Total TE Required					1.49	
Louisville Open Space (LoOS)	61, 62	City of Broomfield		25.05				
		PE LoOS LT A			1.84			
		PE LoOS RT A			3.07			
		ROW LoOS A	16.77					
		Total ROW Required	16.77					
		Total PE Required			4.91			
		Total TE Required					0.00	
		Total Fee Acquired by City of Broomfield		0.00				

ROW = Right-of-Way  
PE = Permanent Easement  
TE = Temporary Easement



**HOYLE PROPERTY AMENDMENT TO SOUTHEAST BOULDER COUNTY,  
SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE  
DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This Hoyle Property Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, by, between and among the City and County of Broomfield (Broomfield); the City of Lafayette, a Colorado home rule municipal corporation (Lafayette); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 4<sup>th</sup> day of September, 2007.

**WITNESSETH:**

WHEREAS, 29-20-101 et seq., C.R.S., as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses, in order to minimize the negative impacts of development on the surrounding areas and protect the environment, and specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (hereinafter the "Plan" or "IGA") in order to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, pursuant to certain legal proceedings, a 33.78-acre tract of land owned by Virginia Hoyle and the Ira Hoyle Family Trust (hereinafter the "Hoyle Property") has been annexed to Louisville, and the landowners have filed an application for Louisville Industrial zoning for the Hoyle Property, which Property is currently designated as Rural Preservation under the IGA and which Property is designated as subject to the IGA with a preferred land use of industrial under the Framework Plan of Louisville's 2005 Citywide Comprehensive Plan (hereinafter "Louisville Comp Plan"); and

WHEREAS, the IGA, in Exhibit A, Section 3.6, states that an amendment to the IGA shall be required for any proposed use or development of a Rural Preservation Area parcel that does not conform to Plan, and the Louisville Comp Plan, at Policy LU-4.3, provides that an IGA amendment is necessary to effectuate the preferred land use for the Hoyle Property; and

WHEREAS, the landowners have acknowledged that a change in the land use of the Hoyle Property from its Rural Preservation designation to Industrial uses will allow for development that will likely increase traffic-generating uses in the Plan Area, and have agreed to mitigate the impact of such change through the establishment of a funding mechanism to finance the acquisition of



additional open space, acquired in fee or by perpetual conservation easement, in the vicinity of the Plan area; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of their respective jurisdictions to amend the IGA to permit consideration of the landowners' application for Louisville Industrial zoning of the Hoyle Property, and to permit approval of such request if the City Council of the City of Louisville, after completing the processing of the application and holding the requisite public hearings and in the exercise of its decision-making authority, finds that the application meets the standards of the Louisville Comp Plan and Louisville Municipal Code, understanding that approval of this amendment of the IGA (hereinafter the "Amendment") is not a determination by any Party hereto that the application meets such standards; and

WHEREAS, the Parties have each held hearings after proper public notice for the consideration of entering into this Amendment.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. The Exhibit A (Map Portion) of the IGA is hereby amended to delete the "Rural Preservation Area" designation shown for the Hoyle Property (Parcel Number 157516000012).

2. Section 4 of Exhibit A (Text Portion) of the IGA is hereby amended by the addition of a new Subsection 4.19, to read as follows:

4.19 A parcel numbered Number 157516000012 (33.78 acres) on the attached map is currently annexed to Louisville. Said parcel may be zoned for industrial use under Louisville's zoning ordinance, provided that Louisville negotiates and executes an enforceable, voluntary agreement with the owners providing for the following: As the parcel develops, there shall be paid into an open space land acquisition fund the amount of \$14,000 per acre for each developable acre within the parcel. Payment shall be made on a pro-rata basis at the time of building permit issuance for each lot within the parcel, unless earlier paid for the entire parcel at the time of subdivision platting. The fee shall be increased at a rate of five percent (5%) per annum, commencing on the fifth anniversary date of the effective date of the Louisville ordinance zoning the parcel for industrial use. Fees shall be collected by Louisville, deposited into a Boulder County/Louisville managed fund and be used solely for the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the Plan area or in the vicinity of the Plan area. Only those portions of the parcel that are dedicated for Dillon Road right-of-way, for satisfaction of the Louisville's twelve percent (12%) public use dedication requirement, or for open space (by conveyance to one or more of the parties in fee or by perpetual conservation easement) shall be excluded from the determination of developable acreage.



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Page: 3 of 5  
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Boulder County Clerk, CO AG

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3. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions hereof shall be covenants running with the Hoyle Property and shall be binding upon all persons or entities having an interest in the Hoyle Property, which Property is further described in Exhibit A, attached hereto and incorporated herein by reference.

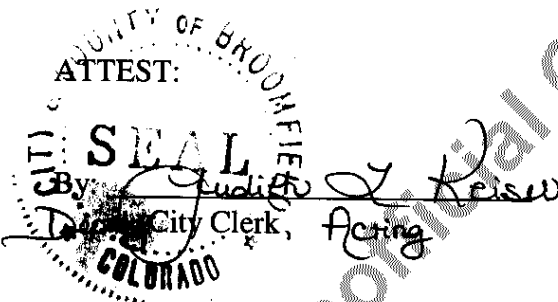
4. The other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: Karen Stuart  
Karen Stuart, Mayor

Date July 24, 2007



APPROVED AS TO FORM:

William A. Tuthill III  
William A. Tuthill III  
City and County Attorney

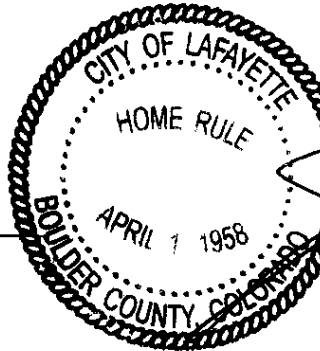
CITY OF LAFAYETTE

By: Chris Berry  
Chris Berry, Mayor

Date September 4, 2007

ATTEST:

By: Susan Becker  
City Clerk



APPROVED AS TO FORM:

James A. Windholz  
James A. Windholz  
City Attorney

CITY OF LOUISVILLE

By: Charles L. Sisk  
Charles L. Sisk, Mayor

Date 8/23/07



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Page: 4 of 5  
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Boulder County Clerk, CO AG

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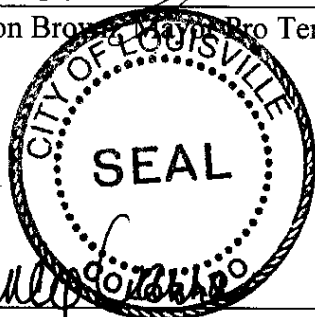
CITY OF LOUISVILLE

By: [Signature]  
Don Brown, Mayor Pro Tem

Date: 7/27/07

ATTEST:

By: [Signature]  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Samuel J. Light  
City Attorney

COUNTY OF BOULDER

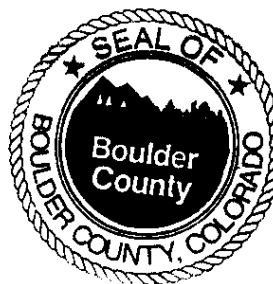
BY: BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Ben Pearlman, Chair

Date: 8/14/07

By: [Signature]  
Will Toon, Vice Chair

By: [Signature]  
Cindy Doménico, Commissioner



ATTEST:

By: [Signature]  
Clerk to the Board

APPROVED AS TO FORM:

[Signature]  
H. Lawrence Hoyt  
County Attorney



**2883391**Page: 5 of 5  
09/17/2007 08:57A  
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Boulder County Clerk, CO AG

R 26.00

**EXHIBIT A**  
**LEGAL DESCRIPTION - HOYLE PROPERTY**

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 16 AND THE NORTHERLY RIGHT-OF-WAY LINE OF DILLON ROAD THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 16 BEARS SOUTH 00° 40' 10" WEST OF 30 FEET, SAID POINT OF BEGINNING ALSO LYING ON THE EAST LINE OF THE PARCEL DESCRIBED IN DEED, FILM 2173 RECEPTION NO. 01663052, BOULDER COUNTY CLERK AND RECORDER AND SAID POINT OF BEGINNING LYING ON THE PROLONGATION OF THE EASTERLY LINE THE COLORADO TECHNOLOGICAL CENTER, FIRST FILING AS RECORDED AS P-9, F-1, #38, 39 & 40 IN THE OFFICE OF THE CLERK AND RECORDER, BOULDER COUNTY.

THENCE NORTH 00 40' 10" EAST 1340.01 FEET ALONG THE NORTH-SOUTH CENTER SECTION OF SAID SECTION 16, THE EAST LINE OF SAID DEED, FILM 2173 RECEPTION NO. 01663052 AND THE EAST LINE OF SAID COLORADO TECHNOLOGICAL CENTER FIRST FILING TO THE SOUTHWEST CORNER, LOT 10, BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE NORTH 80 17' 00" EAST, 880.96 FEET ALONG THE SOUTH LINE OF BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING; THENCE NORTH 89 57' 00" EAST 282.50 FEET ALONG THE SOUTH LINE OF BLOCK 4 OF SAID COLORADO TECHNOLOGICAL CENTER, FIRST FILING TO A POINT ON THE EAST LINE OF THAT PARCEL (B) DESCRIBED IN THE DEED LISTED UNDER RECEPTION #1877881 AS FILED IN THE CLERK AND RECORDERS OFFICE, BOULDER, COLORADO;

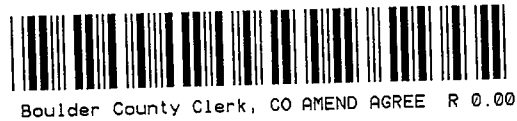
THENCE SOUTH 00 40' 10" WEST 616.69 FEET ALONG THE EAST LINE OF SAID PARCEL (B);

THENCE SOUTH 89 56' 51" WEST 200.00 FEET ALONG THE NORTH LINE OF THE EXCEPTION TO SAID PARCEL (B);

THENCE SOUTH 00 40' 10" WEST 871.20 FEET ALONG THE WEST LINE OF THE EXCEPTION TO SAID PARCEL (B) TO THE NORTH RIGHT-OF-WAY LINE OF DILLON ROAD;

THENCE SOUTH 89 56' 51" WEST 949.09 FEET ALONG THE NORTH RIGHT-OF-WAY OF SAID DILLON ROAD TO THE POINT OF BEGINNING.

FEB 21 2009



REC'D BY

**NORTH METRO FIRE RESCUE DISTRICT AMENDMENT TO SOUTHEAST  
BOULDER COUNTY, SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA  
COMPREHENSIVE DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This North Metro Fire Rescue District Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement ("Amendment"), by, between and among the City and County of Broomfield ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 9th day of December, 2008

WITNESSETH:

WHEREAS, § 29-20-101 et seq., C.R.S., as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses to minimize the negative impacts of development on the surrounding areas and protect the environment, and it specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (the "Plan" or "IGA") to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, the North Metro Fire Rescue District ("North Metro") is a special district organized and existing under § 32-1-101, et seq., C.R.S., as amended; and

WHEREAS, the Northwest Parkway Public Highway Authority and North Metro are subdividing an 8.512-acre parcel of property identified in the Plan as a portion of the "Gateway City Open Space Area" of parcel number 157521000018; and

WHEREAS, North Metro desires to construct a fire station on one of the lots created by the subdivision of such portion of the Gateway City Open Space Area for the purpose of providing fire, emergency rescue, emergency medical, and emergency hazardous materials services to persons using the Northwest Parkway, the Flatirons Crossing Mall, nearby residential and commercial properties, and portions of open space and other property that is the subject of the Plan to the extent the property is within North Metro's jurisdiction, and to areas outside its jurisdiction on an as-requested basis pursuant to the North Metro's existing Mutual Aid Agreements with other area fire districts; and

WHEREAS, under the terms of the Plan, Gateway City Open Space Area is designated as follows: "A parcel numbered 157521000018 (36.0 acres) on the attached map includes a portion designated as "A" (6.14 acres) titled Gateway City Open Space Area. Broomfield hereby agrees to acquire and allow only open space uses or entry feature uses on this parcel and will negotiate in good

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Fire Station Amendment  
Page 2 of 6

faith to this end;" and

WHEREAS, the Plan requires that a regulatory party to the Plan not approve or permit any development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with the Agreement until and unless the Plan has been amended so that the proposed development or use of such parcel is consistent with the Plan; and

WHEREAS, a change in the land use designation of the portion of the Gateway City Open Space Area proposed for a fire station will reduce the desired buffer effect of the designated parcel and the Northwest Parkway Public Highway Authority and North Metro have agreed to mitigate the impact of such change through the conservation of the portion of the Gateway City Open Space Area not used for fire station use and through the establishment of a funding mechanism to finance the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the vicinity of the Plan area; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of their respective jurisdictions to amend the IGA to permit consideration of an application by North Metro for the construction of a fire station, and to permit approval of such request if the City Council of Broomfield, after completing the processing of the application and holding the requisite public hearings and in the exercise of its decision-making authority, finds that the application meets the standards of the Broomfield Code and this Amendment, understanding that approval of this Amendment is not a determination by any Party that the application meets such standards; and

WHEREAS, the Parties have held public meetings or hearings after proper public notice for the consideration of entering into this Amendment.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1. The Exhibit A (Map Portion) of the IGA is amended to delete the "Gateway City Open Space Area" designation shown for that 8.512-acre portion of Parcel Number 157521000018 that is identified on Exhibit 1.

2. Section 4.15 of Exhibit A (Text Portion) of the IGA is amended to read as follows:

4.15 A parcel numbered Number 157521000018 (36.0 acres) on the attached map is currently annexed to Broomfield. Upon approval by Broomfield in accordance with the applicable provisions of its Code, a 2.852-acre portion of a 5-acre portion of the parcel, identified on Exhibit 1, may be used by North Metro Fire Rescue District for the construction and operation of a fire station, subject to the following: (a) within thirty days after this Amendment is adopted by the Parties, North Metro dismisses all claims against the Parties and signs an agreement releasing



## Fire Station Amendment

Page 3 of 6

all present and future claims it may have against the Parties arising from the Plan; (b) the station shall be constructed (and shall not be expanded while the Plan remains in effect) substantially in accordance with the color rendering and design guidelines attached as Exhibit 2 to this Amendment, including the portion of the design guidelines that show the approximate access to and from the station on the old alignment of 96<sup>th</sup> Street, hereafter referred to as "Disc Drive" and South 96<sup>th</sup> Street, and the parties to this agreement agree to grant reasonable access at such approximate locations provided that North Metro obtains a permit from the City of Louisville for access to that portion of Disc Drive that is within the City of Louisville and North Metro coordinates and mitigates construction impacts to the street and utilities as required by that permit, provides final drainage reports, does not object in the event the City of Louisville acts to vacate the unused portion of Disc Drive, and assumes responsibility for emergency snow removal if necessary to access the site from Disc Drive; (c) prior to a Certificate of Occupancy (CO) being issued for the fire station, North Metro shall pay into an open space land acquisition fund the amount of \$70,000. The \$70,000 amount shall be paid to Boulder County and deposited into a Boulder County and Broomfield jointly managed fund and be used solely for the acquisition of additional open space, acquired in fee or by perpetual conservation easement, in the Plan area or in the vicinity of the Plan area; and (d) within sixty days after this Amendment is adopted by the Parties, there shall be dedicated by the owner(s) thereof an undivided interest in one or more conservation easements to Boulder County, Louisville and Broomfield for that 5.660-acre portion of the parcel identified as "conservation easement area" in Exhibit 1 to this Amendment. That 4.34-acre parcel north of South 96<sup>th</sup> Street and west of the Northwest Parkway, identified on Exhibit 1, shall remain Gateway City Open Space Area to be used solely for open space or entry feature uses. No portions of the 8.512-acre parcel lying west of the Northwest Parkway shall be used for gateway signage by any Party.

3. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County and the County Clerk and Recorder of the City and County of Broomfield. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

4. The other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

593980-3



2977448

Page: 4 of 11  
02/06/2009 08:49A  
D 0.00

Boulder County Clerk, CO AMEND AGREE R 0.00

Fire Station Amendment  
Page 4 of 6

CITY AND COUNTY OF BROOMFIELD

By: [Signature]  
Mayor

January 9, 2009  
Date



By: Licia Regenes  
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]  
William A. Tuthill III  
City and County Attorney

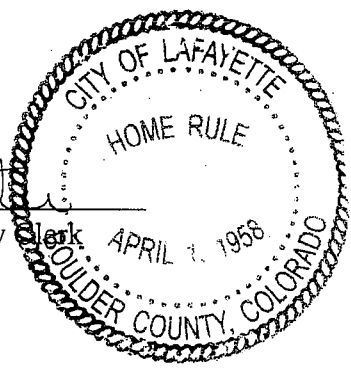
CITY OF LAFAYETTE

By: [Signature]  
Christine L. Cameron, Mayor

December 9, 2008  
Date

ATTEST:

By: [Signature]  
Susan Koster, City Clerk



APPROVED AS TO FORM:

[Signature]  
David S. Williamson  
City Attorney

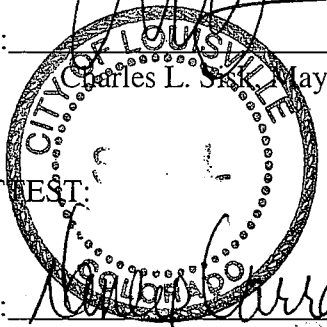
CITY OF LOUISVILLE

By: [Signature]  
Charles L. Smith, Mayor

1-24-09  
Date

ATTEST:

By: [Signature]  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Samuel J. Light  
City Attorney



Fire Station Amendment  
Page 5 of 6

COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: Ben Pearlman  
Ben Pearlman, Chair

12/16/08  
Date

By: Cindy Domenico  
Cindy Domenico, Commissioner

12/16/08  
Date

By: Will Toor  
Will Toor, Vice Chair

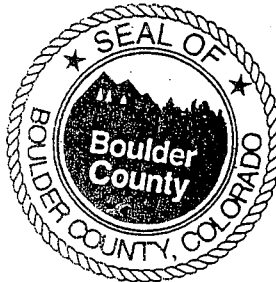
12/16/08  
Date

ATTEST:

By: Walter Ryder  
Clerk to the Board

APPROVED AS TO FORM:

H. Lawrence Hoyt  
H. Lawrence Hoyt  
County Attorney







2977448

Page: 6 of 11  
02/06/2009 08:49A  
D 0.00

Boulder County Clerk, CO AMEND AGREE R 0.00

Fire Station Amendment  
Page 6 of 6

**EXHIBIT 1**  
**DESCRIPTION/DEPICTION OF AFFECTED PARCELS**

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2977448

Page: 8 of 11  
02/06/2009 08:49A

Boulder County Clerk, CO AMEND AGREE R 0.00

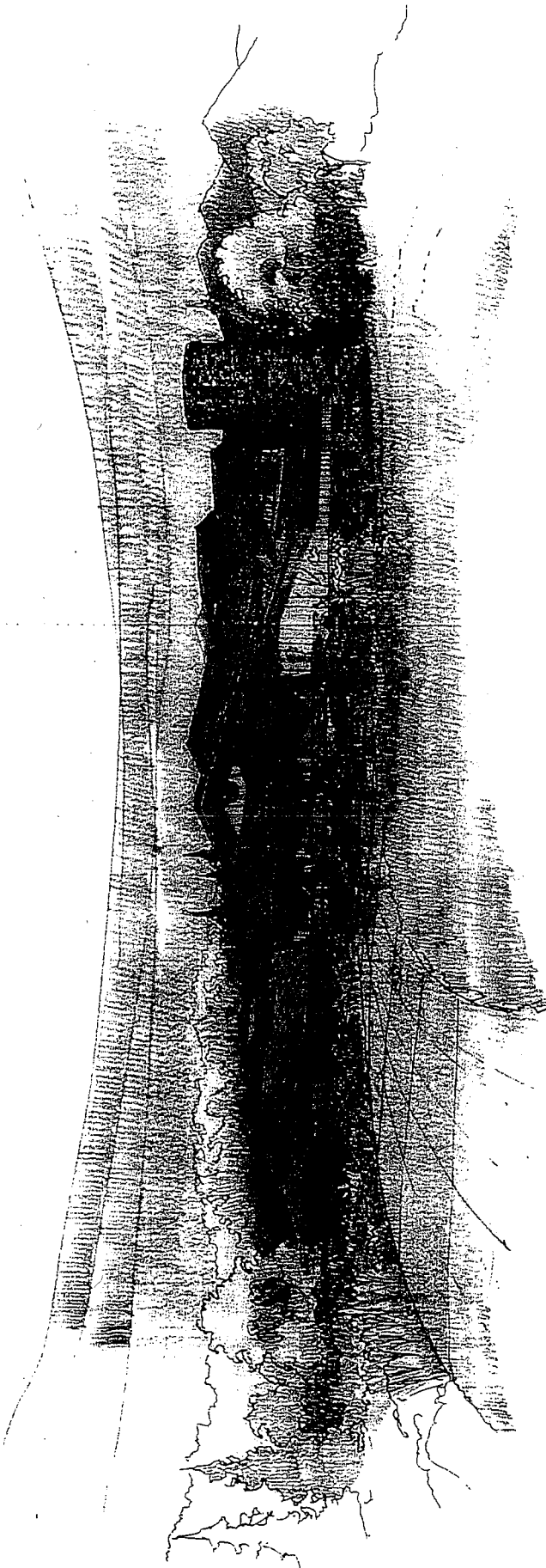
D 0.00

EXHIBIT 2

## North Metro Fire Rescue District Station #67

**ALLRED&ASSOCIATES**  
Architecture • Planning • Interior Design

580 Burbank Street, Suite 125 | Broomfield, Colorado 80020  
ph: 303/465-4306 | fax: 303/465-4382 | [www.allredrich.com](http://www.allredrich.com)

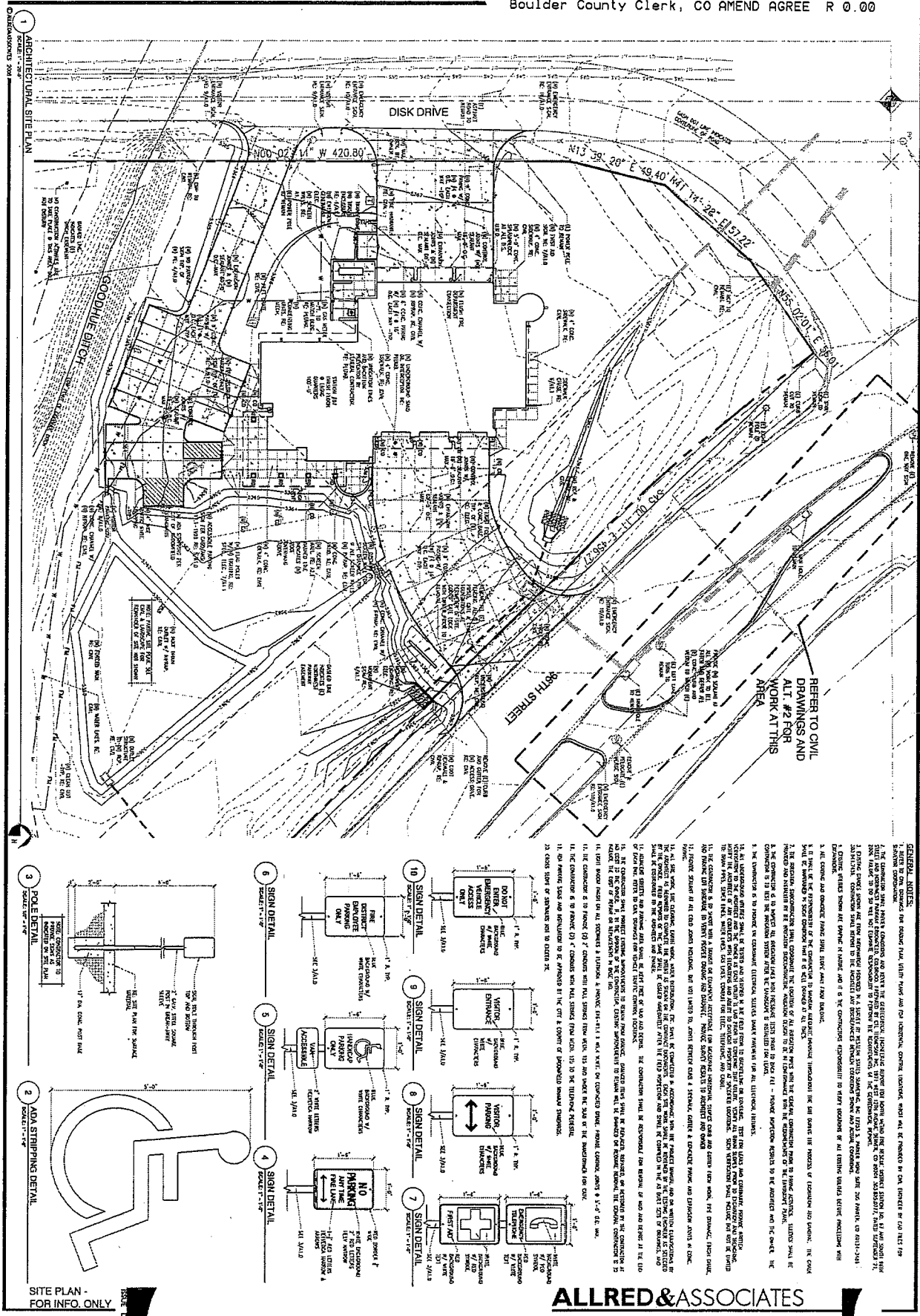


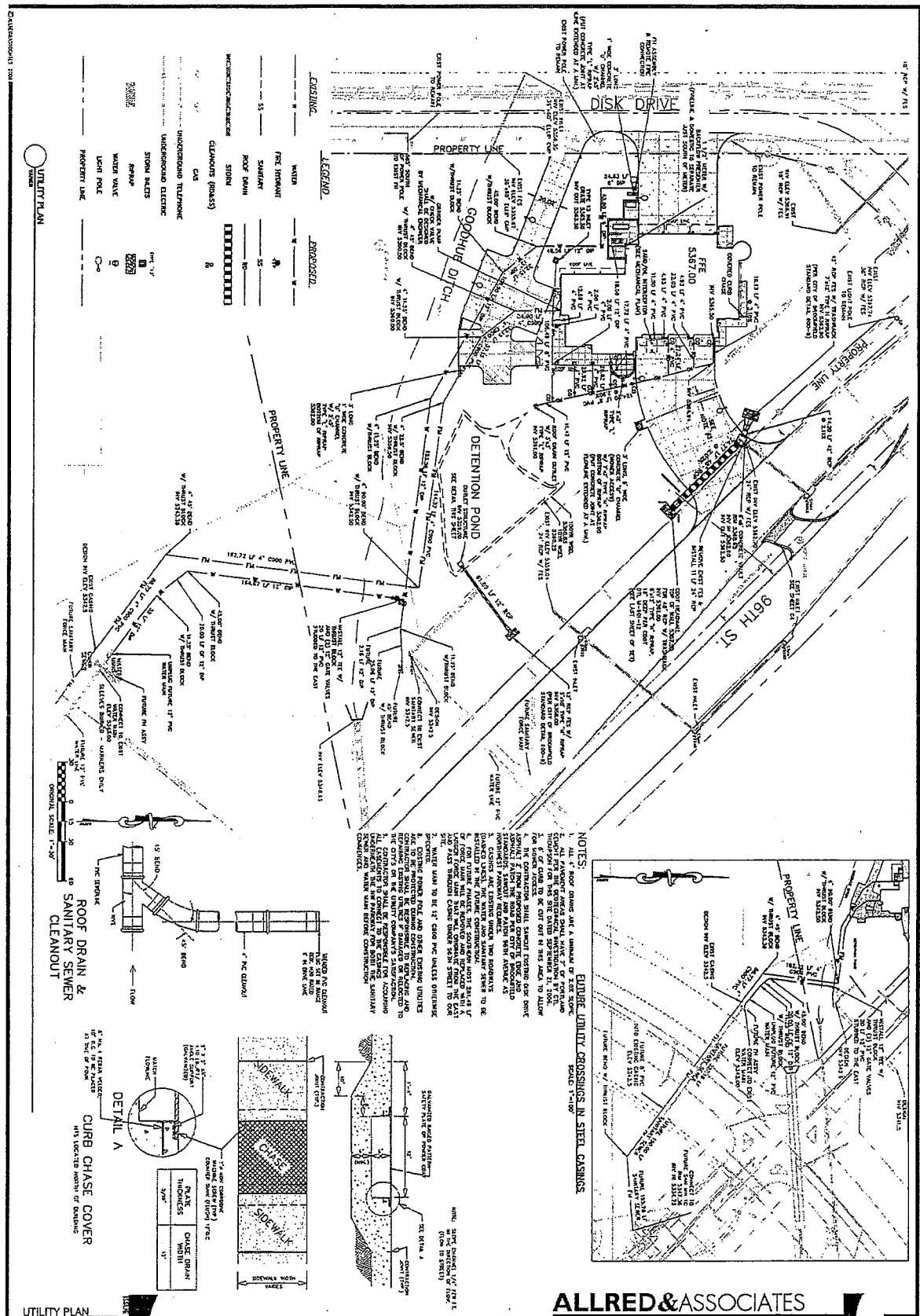
**2977448**Page: 9 of 11  
02/06/2009 08:49A  
D 0.00

Boulder County Clerk, CO AMEND AGREE R 0.00

The architectural design of Station #67 shall conform to the general design as shown on the attached color rendering and the following standards;

1. The building shall include "360 degree" architecture. All sides of the building are to be treated with the same architectural style, use of materials, and details as the front elevation.
2. The base of the building shall use stone or a similar stone like product to that shown in the attached rendering.
3. The colors of materials shall be similar in appearance to those shown in the attached rendering. In general subdued colors typical of the native grasses, wood, rocks, and soil of the high Colorado plains shall be used. Soft Browns, amber, gold, buffs, terra cottas and taupe are examples of such colors. Accent and trim colors must complement and enhance the primary building color. Bold brash, intense, bright, accent colors are prohibited.
4. All mechanical equipment such as compressors, air conditioners, emergency generators, tanks, and ground communications equipment shall be screened (by wall or landscaping) to maximum extent possible with out degrading the operation of the equipment and/or painted to match the building/roof as appropriate.





**ALLRED & ASSOCIATES**

ARCHITECTURE • PLANNING • INTERIOR DESIGN

## CONSTRUCTION SET

• JOB NO. 0626

**SCALE:**

REVISIONS:  $\Delta$

△

△

1



SEP 01 2010

REC'D BY \_\_\_\_\_

TIME \_\_\_\_\_



08/23/2010 02:05 PM  
Boulder County Clerk, CO

RF: \$0.00

03093717 6

Page: 1 of 6

DF: \$0.00

**CAMPUS DRIVE AMENDMENT TO SOUTHEAST BOULDER COUNTY, SOUTH  
96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE  
DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This Campus Drive Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement ("Amendment"), by, between and among the City and County of Broomfield ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 13<sup>th</sup> day of JULY, 2010.

WITNESSETH:

WHEREAS, § 29-20-101 et seq., C.R.S., as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses to minimize the negative impacts of development on the surrounding areas and protect the environment, and it specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (the "Plan" or "IGA") to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, Section 4.16 of Exhibit A (Text Portion) of the IGA states that the parcels specifically identified therein (numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034), totaling approximately 78 acres in currently unincorporated Boulder County) are designated Rural Preservation Area with future use limited to agriculture and low density residential development; and

WHEREAS, ConocoPhillips Company, a Delaware corporation, the owner of parcels numbered 157520000002, 157520000003, 157520000019 and 157520000007 (now 157520000034), desires to annex to the City of Louisville certain of said parcels subject to Section 4.16 of Exhibit A (Text Portion) of the IGA; and

WHEREAS, ConocoPhillips Company desires to incorporate portions of the parcels annexed into Louisville into its overall plan for redevelopment of the former StorageTek campus; and

WHEREAS, in view thereof, the Parties have determined it is appropriate to amend the Plan to accommodate annexation of certain parcels and to allow certain right-of-way uses addressing potential use of the parcels for right-of-way uses, agriculture, and low density residential

development at residential densities lower than currently contemplated under the Plan; and

WHEREAS, the Plan requires that a regulatory party to the Plan not approve or permit any annexation of Rural Preservation Area or development or change of use of any parcel in the Plan Area by any means in a manner inconsistent with the Agreement until and unless the Plan has been amended so that the proposed annexation, development or use of such parcel is consistent with the Plan; and

WHEREAS, the Parties have determined that it is in the best interests of the citizens of their respective jurisdictions to amend the IGA to permit consideration of applications for Louisville annexation and zoning of certain parcels subject to Section 4.16 of Exhibit A (Text Portion) of the IGA, and to permit approval of such applications if the City Council of the City of Louisville, after completing the processing of the applications and holding the requisite public hearings and in the exercise of its decision-making authority, finds that the applications meet the standards of the Louisville Comprehensive Plan and Louisville Municipal Code, understanding that approval of this Amendment is not a determination by any Party hereto that the application meets such standards; and

WHEREAS, the Parties have held public meetings or hearings after proper public notice for the consideration of entering into this Amendment.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1. The Exhibit A (Map Portion) of the IGA is amended to change from "Rural Preservation Area" to "City Preservation Area" the designation shown for the Parcels Numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on said Exhibit.

2. Section 4.16 of Exhibit A (Text Portion) of the IGA is amended to read as follows:

4.16

(a) Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation. The parties agree that Louisville may annex these Parcels in that the community of interest for these parcels is with Louisville for annexation purposes and that, if and when annexed to the City of Louisville, future use shall be as set forth below. Upon annexation, said Parcels are designated City Preservation Area.

(b) If and when parcels 157520000019 and 157520000007 (now 157520000034) (a total of approximately 20 acres) are annexed to the City of

Louisville, future use shall be limited to right-of-way uses, agriculture, and open space, subject to the following:

- (i) no residential units shall be permitted on these parcels;
- (ii) prior to the commencement of development of new right-of-way uses on these parcels, there shall be dedicated by the owner(s) thereof a conservation easement to all IGA parties limiting the use of these parcels to right-of-way uses, agriculture, and open space; and
- (iii) at the time of annexation of these parcels, Louisville shall annex the full length of the existing Paradise Lane right-of-way and the proposed Campus Drive right-of-way. Boulder County hereby consents to annexation by Louisville of said rights-of-way. Right-of-way, agriculture, and open space uses on parcels 157520000019 and 157520000034 may include, without limitation, street and streetscape improvements; pedestrian and bicycle paths and trails; trailhead facilities (including parking, interpretative/education kiosks or similar structures, and accessory picnic and shade structures, provided there are no more than 3,200 square feet of covered structures); fencing; utilities; and entry and gateway signage.

(c) If and when parcels 157520000002 and 157520000003 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) the total, aggregate residential density on Parcel 157520000002 shall not exceed 6 units, which units and any accessory residential buildings/uses shall be clustered together;
- (ii) no residential units shall be permitted on Parcel 157520000003;
- (iii) all existing residential improvements on parcel 157520000003 must be removed prior to the issuance of a building permit for any residential structure on parcel 157520000002;
- (iv) new residential density on parcel 157520000002 may only be approved provided that a perpetual conservation easement granted to all IGA parties and limiting development of said parcel to the density and location limits of this Section 4.16(c) is secured as part of the approval of the new

- density; and
- (v) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.

(d) If and when parcels 157520000004, 157520000005 and 157520000020 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) Louisville agrees to consider approval of residential use on said parcels with a density of no more than 1 unit per 4.5 acres, provided that a perpetual conservation easement granted to all IGA parties and limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density;
- (ii) within or among such parcels, residential units and any accessory residential buildings/uses may be clustered together; and
- (iii) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.
- (iv) While any such parcel remains unincorporated, Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on said parcel(s), provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

3. Section 6.7 of Exhibit A (Text Portion) of the IGA is amended as follows: "The city Parties hereby grant their consent to the purchase or other acquisition through any process other than the exercise of eminent domain by Boulder County of any City Preservation parcel or portion thereof for open space purposes."

4. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

5. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of

the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: [Signature]  
Mayor

8-6-10  
Date

ATTEST:

SEAL

By: Judith L. Keiser  
City Clerk, Deputy

APPROVED AS TO FORM:

[Signature]  
William A. Tuthill III  
City and County Attorney

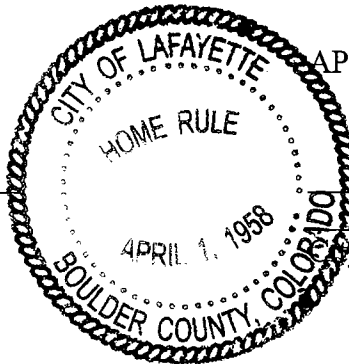
CITY OF LAFAYETTE

By: [Signature]  
Chris Cameron, Mayor

7-15-10  
Date

ATTEST:

By: [Signature]  
City Clerk, Deputy



APPROVED AS TO FORM:

[Signature]  
City Attorney

CITY OF LOUISVILLE

By: [Signature]  
Charles L. Sisk, Mayor

07/12/10  
Date

ATTEST:

By: [Signature]  
City Clerk



APPROVED AS TO FORM:

[Signature]  
Samuel J. Light  
City Attorney

COUNTY OF BOULDER  
BY: BOARD OF COUNTY COMMISSIONERS

By: Cindy Domenico  
Cindy Domenico, Chair

7/13/10  
Date

By: Ben Pearlman  
Ben Pearlman, Vice Chair

7/13/10  
Date

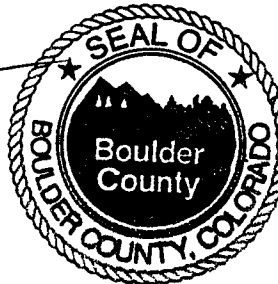
By: Will Toor  
Will Toor, Commissioner

7/13/10  
Date

ATTEST:

APPROVED AS TO FORM:

By: Mite Fyde  
Clerk to the Board



H. Lawrence Hoyt  
H. Lawrence Hoyt  
County Attorney



**9557 PARADISE LANE AMENDMENT TO SOUTHEAST BOULDER COUNTY,  
SOUTH 96TH STREET, DILLON ROAD AND US 287 AREA COMPREHENSIVE  
DEVELOPMENT PLAN INTERGOVERNMENTAL AGREEMENT**

This 9557 Paradise Lane Amendment to Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement ("Amendment"), by, between and among the City and County of Broomfield ("Broomfield"); the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"); the City of Louisville, a Colorado home rule municipal corporation ("Louisville") and the County of Boulder, a body corporate and politic of the State of Colorado ("Boulder County"); (collectively the "Parties") is made to be effective on the 15<sup>th</sup> day of March, 2016.

WITNESSETH:

WHEREAS, § 29-20-101 et seq., C.R.S., as amended, enables the Parties to enter into Intergovernmental Agreements to plan for and regulate land uses to minimize the negative impacts of development on the surrounding areas and protect the environment, and it specifically authorizes local governments to cooperate and contract with each other for the purpose of planning and regulating the development of land by means of a "comprehensive development plan"; and

WHEREAS, the Parties entered into the Southeast Boulder County, South 96th Street, Dillon Road and US 287 Area Comprehensive Development Plan Intergovernmental Agreement, as previously amended (the "Plan" or "IGA") to plan for and regulate the use of the lands within the Plan Area through joint adoption of a mutually binding and enforceable comprehensive development plan; and

WHEREAS, the Parties amended the IGA with the Campus Drive Amendment, which modified the map portion of the IGA and Section 4.16 of Exhibit A (Text Portion) of the IGA; and

WHEREAS, the Rock of Panama City, Inc., the owner of parcel number 157520000004, desires to construct a 5000 square foot church on the Southwest corner of the parcel, which use was not specifically addressed in the IGA or the Campus Drive Amendment; and

WHEREAS, the Plan permits the Parties to amend the Plan to ensure that the proposed development or use of a parcel is consistent with the Plan; and

WHEREAS, this change in the IGA is consistent with the Plan's goals of reducing rural development, buffering, and traffic-reduction; and

WHEREAS, the Parties have determined it is appropriate to amend the Plan to accommodate a church use on the parcel, with amendments to Section 4.16 of Exhibit A (Text Portion) intended to mitigate the impacts of such use upon the objectives of the Plan; and

LOB



WHEREAS, the Parties have held public meetings or hearings after proper public notice to consider entering into this Amendment.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made, the Parties agree as follows:

1. Section 4.16 of Exhibit A (Text Portion) of the IGA is amended to read as follows:

4.16

(a) Parcels numbered 157520000002, 157520000003, 157520000004, 157520000005, 157520000020, 157520000019, and 157520000007 (now 157520000034) (a total of approximately 78 acres) on the attached map are currently unincorporated Boulder County and are designated Rural Preservation. Future use shall be limited to agriculture and low density residential development as further specified below. The parties agree that Louisville may annex these Parcels in that the community of interest for these parcels is with Louisville for annexation purposes and that, if and when annexed to the City of Louisville, future use shall be as set forth below. Upon annexation, said Parcels are designated City Preservation Area.

(b) If and when parcels 157520000019 and 157520000007 (now 157520000034) (a total of approximately 20 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and open space, subject to the following:

- (i) no residential units shall be permitted on these parcels;
- (ii) prior to the commencement of development of new right-of-way uses on these parcels, there shall be dedicated by the owner(s) thereof a conservation easement to all IGA parties limiting the use of these parcels to right-of-way uses, agriculture, and open space; and
- (iii) at the time of annexation of these parcels, Louisville shall annex the full length of the existing Paradise Lane right-of-way and the proposed Campus Drive right-of-way. Boulder County hereby consents to annexation by Louisville of said rights-of-way. Right-of-way, agriculture, and open space uses on parcels 157520000019 and 157520000034 may include, without limitation, street and streetscape improvements; pedestrian and bicycle paths and trails; trailhead facilities (including parking, interpretative/education kiosks or similar structures, and accessory picnic and shade structures, provided there are no more than 3,200 square feet of covered structures); fencing; utilities; and entry and gateway signage.

(c) If and when parcels 157520000002 and 157520000003 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) the total, aggregate residential density on Parcel 157520000002 shall not exceed 6 units, which units and any accessory residential buildings/uses shall be clustered together;
- (ii) no residential units shall be permitted on Parcel 157520000003;
- (iii) all existing residential improvements on parcel 157520000003 must be removed prior to the issuance of a building permit for any residential structure on parcel 157520000002;
- (iv) new residential density on parcel 157520000002 may only be approved provided that a perpetual conservation easement granted to all IGA parties and limiting development of said parcel to the density and location limits of this Section 4.16(c) is secured as part of the approval of the new density; and
- (v) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.

(d) If and when parcels 157520000004, 157520000005 and 157520000020 (a total of approximately 30 acres) are annexed to the City of Louisville, future use shall be limited to right-of-way uses, agriculture, and low density residential development, subject to the following:

- (i) Louisville agrees to consider approval of residential use on said parcels with a density of no more than 1 unit per 4.5 acres, provided that a perpetual conservation easement granted to all IGA parties and limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of the new density;
- (ii) within or among such parcels, residential units and any accessory residential buildings/uses may be clustered together; and
- (iii) right-of-way uses may include, without limitation, street and streetscape improvements, pedestrian and bicycle trails and paths, fencing, and utilities.
- (iv) While any such parcel remains unincorporated, Boulder County agrees to consider approval of residential use with a density of no more than 1 unit per 4.5 acres on said parcel(s),

provided that a perpetual conservation easement limiting development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

- (v) Subject to all required approvals and conditions established by the Boulder County Land Use Code or associated approval process, parcel 157520000004 may be used for the construction and operation of a church, subject also to the following: (i) the building shall be located on the Southwest corner of the parcel; (ii) the building shall be oriented with its narrowest elevation facing east to preserve views through the parcel; (iii) the building and site plan shall incorporate design and landscape features furthering rural and agricultural character while preserving views through the parcel; and (iv) the building(s) on the parcel shall not exceed a total size of 10,000 square feet in the aggregate, which is the current limit under the Boulder County Land Use Code for this type of use on the parcel, while the Plan remains in effect. Upon approval of a church use on parcel 157520000004, the parcel, whether unincorporated or annexed, will no longer be eligible for a density of 1 unit per 4.5 acres.

2. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

3. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: \_\_\_\_\_  
Randy Aherns, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
William A. Tuthill III  
City and County Attorney

development to no more than 1 unit per 4.5 acres is secured as part of the approval of such additional density.

- (v) Subject to all required approvals and conditions established by the Boulder County Land Use Code or associated approval process, parcel 157520000004 may be used for the construction and operation of a church, subject also to the following: (i) the building shall be located on the Southwest corner of the parcel; (ii) the building shall be oriented with its narrowest elevation facing east to preserve views through the parcel; (iii) the building and site plan shall incorporate design and landscape features furthering rural and agricultural character while preserving views through the parcel; and (iv) the building(s) on the parcel shall not exceed a total size of 10,000 square feet in the aggregate, which is the current limit under the Boulder County Land Use Code for this type of use on the parcel, while the Plan remains in effect. Upon approval of a church use on parcel 157520000004, the parcel, whether unincorporated or annexed, will no longer be eligible for a density of 1 unit per 4.5 acres.

2. This Amendment shall be recorded with the County Clerk and Recorder of Boulder County. The provisions of this Amendment shall be covenants running with the land and shall be binding upon all persons or entities having an interest in the lands described in and subject to this Amendment.

3. All other terms and conditions of the IGA shall remain in force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

By: [Signature] 3/8/16  
Randal E. Ahrens, Mayor

March 8, 2016  
Date



By: [Signature]  
City and County Clerk, Deputy

APPROVED AS TO FORM:

[Signature]  
William A. Tuthill III  
City and County Attorney

CITY OF LAFAYETTE

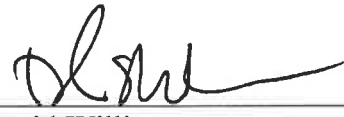
By:   
Christine Berg, Mayor

3/15/2016  
Date


ATTEST:

By:   
City Clerk

APPROVED AS TO FORM:

  
David Williamson  
City Attorney

CITY OF LOUISVILLE


By:   
Robert P. Muckle, Mayor

3-8-16  
Date

ATTEST:


By:   
City Clerk

APPROVED AS TO FORM:

  
Samuel J. Light  
City Attorney

COUNTY OF BOULDER

BY: BOARD OF COUNTY COMMISSIONERS

By:   
Elise Jones, Chair

2/18/16  
Date

By: (Excused)  
Deb Gardner, ~~Vice Chair~~

                      
Date

By:   
Cindy Domenico, Commissioner  
V-c

2/18/16  
Date

ATTEST:

By:   
Clerk to the Board

APPROVED AS TO FORM:

  
Ben Pearlman  
County Attorney

